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The Solicitors' Journal and Weekly Reporter.

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All letters intended for publication must be authenticated by the name of the writer.

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Current Topics.

The Right of Rebellion.

WE PRINT elsewhere the letter on the Right of Rebellion, which Sir FREDERICK POLLACK recently wrote to the *Times*. With the political question which has given rise to the subject we are not concerned. The subject itself is fortunately academical, and doubtless will remain so. But the position of the writer gives interest and weight to the letter.

The Late Vice-Chancellor Leigh Clare.

WE REGRET to record the death on the 16th inst., at the age of seventy-one, of Mr. O. L. LEIGH CLARE, the Vice-Chancellor of the County Palatine of Lancaster. Mr. LEIGH CLARE attained, while at the bar, a reputation for sound learning and forceful advocacy, and his appointment to the Vice-Chancellorship in 1905 was a fitting recognition of his abilities. He sat in Parliament as a Conservative for the Eccles Division of Lancashire from 1895 to 1906, thus combining for a short period his seat in Parliament with the apparently inconsistent position of a judge.

The National Insurance Act.

THE NATIONAL INSURANCE ACT will have, it seems, a curious effect upon county court orders against debtors. In certain cases before Judge MULLIGAN this week the learned judge has found it necessary to take into account the weekly payments for insurance now to be provided by judgment debtors in common with other people, and has reduced accordingly the amounts payable to the judgment creditors. As regards the particular creditors the result may be inconvenient. But on a wider view it may be hoped that the benefit of insurance will increase the means of debtors generally.

The Judicial Committee.

THE *Times*, in a leading article of the 11th inst., foreshadowed, we know not with what authority, the early remodelling of the Judicial Committee of the Privy Council, and suggested that the present Lord Chancellor is specially qualified for the task. As to the order in which Lord HALDANE will take up the business left to him by his predecessor no hint has, we believe, been given. Of matters affecting judicial reform, the attempt made by Lord LOREBURN to extend the usefulness of the county courts may fairly claim first consideration. But the

present time doubtless affords an excellent opportunity for placing the Judicial Committee in a position of greater usefulness and authority. Hitherto the necessities of its constitution have made it sacrifice both. As a Committee of the Privy Council its procedure has lacked the dignity of a court of law, and its judgments, through the tongues of its members being tied, have been deficient in authority. Occasionally an interesting judgment is delivered, such as that in *Perry v. Clissold* (1907, A. C. 73), but anyone who reads dissentient judgments in the Court of Appeal and the House of Lords realizes how unsatisfactory must be a judgment in which the dissent has been carefully eliminated. Take, for instance, the recent case of *Manks v. Whiteley* (1912, 1 Ch. 735). The judgments of the majority have, of course, settled for the time the law, but they would have been very uninstructive without the dissentient judgment of MOULTON, L.J. This is merely an example. A compromise judgment can never command respect. How far the Judicial Committee should be amalgamated with the House of Lords, and how far special representation should be secured on it for the hearing of appeals touching non-British systems of law, are further problems which will require to be dealt with.

Questions of Fact.

SIR JAMES BURROW, in the amusing preface to the first volume of his reports, stated that he had omitted all cases where the question turned on facts and evidence only. The reports of the King's Bench Division cannot claim to have followed the example of one whose experience was in the days of George the Second. Books on Negligence and the Workmen's Compensation Act go on increasing in bulk, and are mainly prepared from cases which are nothing more than questions of fact. Some of these questions seem better adapted for the consideration of an umpire whose duty it is to consider whether the rules of a game have been duly observed. In a recent case before the Court of Appeal, in which three separate judgments were delivered, the point in controversy was whether the plaintiff had observed reasonable precautions in the use of a "ball slide" at a place of public entertainment. Judges occasionally protest that these cases are of no value as precedents, but there is apparently no diminution in the frequency with which they are cited, nor, we may add, in the frequency with which they are referred to by the members of the court.

The Lawyer as Citizen.

THE AMERICAN magazine, *Case and Comment*, in its current number, expounds, in an interesting series of articles contributed by various authors, the duty of the lawyer as citizen. Chief Justice CARTER, of the Supreme Court of Illinois, commences the series with some observations on the influential position which lawyers hold in a free community. The courts, he says, are established to reconcile all men to the authority of the law as the legitimate arbiter of every controversy, and their success in this task depends on the lawyers who assist in the administration of justice. He points out, however, that in the progress of the United States, lawyers have lost something of the position which, for want of any other governing class, they originally held, and have become rather partners in business enterprises than leaders in politics; that they have, in fact, come to represent special interests—such as the great corporations—rather than the interests of the public. Primarily, of course, the law is a means of earning a living, and it is the wealthy business interests which furnish the lawyer with his most profitable clients. Still, Chief Justice CARTER reminds the profession that the lawyer is less dependent on public opinion than other men, and he can, therefore, more readily take up an independent line. Mr. Justice O. W. HOLMES, of the Supreme Court of the United States, contributes an article to the series, but it is a reminiscence of his own part in the Civil War, and something more relevant and useful might have been expected from his pen.

Trusts and the Lawyers.

IN OTHER articles of the series the conflict between the trusts and the people looms large, and the writers feel that the lawyers, to whose devices the trusts are due, must take a leading part in controlling them for the public good. For, of course,

the great business combinations, though originating in commercial enterprise and sagacity, have only been rendered possible by the co-operation of lawyers. It is the lawyers, says Mr. H. J. FEHRMAN, of the Chicago Bar, who have given form to the combination of interests which have produced the Carnegie and the Rockefeller millions, and he specifies some of those who have been prominent in this respect. And he properly argues that the lawyers, who have brought the trusts into existence, cannot be expected to abandon them at the popular bidding. Combination for the ends of government is a political necessity; there is the same necessity for combination in the industrial world. The duty of the lawyer is discharged if he declines to be a party to schemes which aim at illegal profit, and if he seeks so to mould the law that schemes for oppressive and improper profit shall be illegal. "No lawyer worthy the name will sanction Wall-street methods"; and Mr. FEHRMAN means by this phrase methods which concentrate wealth in a few hands and strangle the independent producer. But though, perhaps in America, "Wall-street methods" may stand for the baser side of combination, Mr. FEHRMAN and his fellow-writers do little more than state the problem which has to be faced. Trusts and the people will have to be reconciled; but the solution of the problem is still in the future, though lawyers may do much to facilitate it.

Re-Settlement on Divorce.

BY SECTION 5 of the Matrimonial Causes Act, 1859, power is given to the Divorce Court, on pronouncing a decree for dissolution of marriage, to vary any settlement made on the marriage of the parties; and where property has been settled on the wife, subject to restraint on anticipation, this power can be exercised notwithstanding that she has re-married and that the restraint has thereby again become operative, provided that the petition for a settlement has been filed, so as to constitute a *lis pendens*, before the re-marriage: *Constandini v. Constandini* (1904, P. 306); *Churchward v. Churchward* (1910, P. 195). In *Lorraine v. Lorraine* (*ante*, p. 275), EVANS, P., extended this to a case where the restraint on alienation had been imposed, not by the settlement which it was sought to vary, but by a will under which the wife claimed. It has now been held, however, by the Court of Appeal (reported elsewhere) that the jurisdiction to disregard the restraint is confined to cases where the restraint is imposed by the settlement, and the decision of EVANS, P., has been reversed. This is in accordance with the reasoning of the judgment of KAY, L.J., in *Midwinter v. Midwinter* (1892, P., p. 39), which assumed that the restraint would necessarily attach on a subsequent marriage.

User of Premises for Immoral Purposes.

IT IS proposed, by clause 3 of the Criminal Law Amendment (White Slave Traffic) Bill, to enact that, upon the conviction of the tenant of knowingly permitting premises to be used for the purposes of habitual prostitution, the lessor shall be entitled to determine the lease or contract of tenancy, but without prejudice to the then accrued rights of any party to such lease or contract; and if the lessor does not so determine the lease or other contract, and subsequently, during its subsistence, any such offence is again committed, the offence shall be deemed to have been committed with his knowledge. This means that, by virtue of clause 1, he will be brought within section 13 of the Criminal Law Amendment Act, 1885, and will be liable to the punishments imposed by that section: on a first offence, £20, or three months' imprisonment; on a second offence £40, or four months. Thus, the lessor will be bound to forfeit the lease. In the Standing Committee of the House of Commons on Monday this clause was carried, with an amendment giving the lessor the right to a magistrate's order for possession; but some opposition was raised to the principle of the clause. It was, however, pointed out that the right to re-enter upon the use of premises in such a manner is not unusual in leases, and the Bill only proposes to make universal a provision which landlords are in the habit of inserting in order to maintain the character of their estates. As the recent case of *Upfield v. Wright* (1911, 1 K. B. 506) shews, the law declines to recognize the validity of a tenancy where the intended user of

the premises is immoral, and the Bill appears to do no more than carry out the policy of the existing law. The Bill has now passed through the Committee.

The Doctrine of "Respondeat superior."

IN THE recent case of *Houghton v. Pilkington* (28 T. L. R. 492) an ingenious but ineffectual attempt was made to induce a Divisional Court to extend into a new region the time-honoured doctrine of *Respondeat superior*. The defendant employed a man to drive a milk-float, and a boy to deliver the milk from the float to each customer's house. During the milk round the boy fell off the float and was rendered unconscious; the plaintiff witnessed the accident, and was invited by the milkman to assist him in taking the boy home; while she was getting into the float it started off as the result of the milkman's negligence, and she sustained injuries by falling out. The plaintiff sued the defendant in the county court for damage on account of his servant's negligence, and in order to succeed she had to establish that the milkman was acting in the course of his duty when he invited her to enter the float. It seems a little difficult to discover an implied authority upon the part of the milkman to invite the plaintiff's assistance in taking the boy home; but the county court judge boldly got rid of this difficulty by laying down the broad principle that, in an emergency such as this, the servant had a general authority implied by law to get assistance for a fellow-servant; it was really his duty to his master to do so in his master's interest. There is much to be said for this view on the ground of strict logic, but it is in conflict with a perfectly clear authority to the contrary. In *Coz v. Midland Railway Co.* (3 Ex. 268), after a railway accident a servant of the company called in a surgeon to attend the injured, and it was held that the surgeon could not recover his fees. There the surgeon's action sounded in contract, whereas in the present case it sounds in tort; but it is scarcely arguable that the servant could impose on his master a higher liability in tort than he could in contract. And the railway case is an *a fortiori* case, for a carrier's duty to provide for the safety of his passengers is stronger than a master's duty in respect of his servant. This reasoning led the Divisional Court to allow the appeal.

Collateral Negligence.

THE PHRASE "collateral negligence" is open to the charge of vagueness and inexactitude, but it has been used in a series of cases to distinguish the negligence of an agent, for which his principal is liable in damages at the suit of the injured party, from the negligence of a mere sub-contractor for which the head-contractor is not liable. The distinction is aptly illustrated by a case which only the other day came before a Court of Appeal which had requisitioned the assistance of PARKER, J., as third judge: *Padbury v. Holliday & Greenwood (Limited) and Another* (28 T. L. R. 494). The defendant company were employed to erect certain premises, and were empowered by the building contract to employ a sub-contractor to put in casement windows. While engaged in this work one of the sub-contractor's servants negligently allowed a tool to fall so as to injure a passer-by; for this tort, of course, both his master and himself were in law liable; but the question which gave trouble was whether or not the defendants, as head-contractors, were also liable. It is now well-settled law that a contractor is not liable for the negligence of his sub-contractor unless he delegates to the latter something which he himself is under a duty (contractual, common law, or statutory) to perform: *Quarman v. Burnett* (6 M. & W. 499); *Dalton v. Angus* (6 App. Cas. 740, at p. 829). It was contended that a person undertaking a piece of dangerous work near a highway could not escape his duty to ensure the safety of passers-by, merely because he had delegated one part of the whole dangerous work to the actual tort-feasor; but the Court of Appeal refused to accept this view. They held that head-contractor and sub-contractor were here really co-contractors, the former being merely the building owner's agent to select the latter, and that consequently each was only liable for the negligence of his own servants in his own part of the work, and not for the collateral negligence of his fellow contractor.

Ministers and the National Insurance Act.

AN INTERESTING legal principle of application in many correlated fields of law was the subject-matter of the first case under the National Insurance Act, 1911. The Insurance Commissioners found themselves faced with the necessity of deciding whether or not certain ministers of religion who receive a less salary than £160 per annum, and therefore are not *prima facie* disqualified from receiving the benefit of that statute, do in fact come within its terms as insurable persons. It seems that the United Methodist Church and the Wesleyan Methodist Church have similar systems under which the Conference which rules each church as a whole is empowered by its foundation deed-poll to appoint or suspend ministers and probationers; the latter are paid, not by the Conference, but each by the Circuit to which he is attached. In the Wesleyan Church, it appears that sometimes the minister is paid by an independent body of persons, distinct from the ruling body of his circuit. Now under the Insurance Act, Part I. of which deals with National Health Insurance, the persons insurable, for the purposes of that part of the Act, are defined by section 1 (2) as including all persons engaged in certain employments set out in schedule I, part I. The material words of clause (a) in that schedule, which govern the point, are as follows:—"Employment in the United Kingdom under any contract of service or apprenticeship, written or oral, whether expressed or implied, and whether the employed person is paid by the employer or some other person . . ." In Part II. of the same schedule, certain occupations which otherwise would come within this definition are excepted, but none of these assists in the determination of the special point we are considering. Put shortly, the point is whether or not ministers and probationers employed by either of the churches we have mentioned, and receiving a less salary than £160 per annum, are employed under a contract of service so as to make the statute applicable to them; and, if so, who is their employer? On this point, in two separate cases, one relating to each church but both argued together, the Commissioners took the opinion of Mr. Justice JOYCE (reported elsewhere) under a special power to do so conferred by section 66, sub-section 1 (iii) of the Act; and that learned judge took the view that in both cases there was no such "contract of service" as is a condition precedent to the operation of the statute upon any employment or occupation.

Contracts "Of" and "For" Service.

THE POINT is one which arises constantly in connection with the doctrine of "Respondeat superior"; a master is liable for torts committed by his servant acting on his behalf, but not for torts committed by an independent contractor. It also has arisen from time to time in cases under the Workmen's Compensation Act, 1906, where the definition of "workman" in section 13 likewise contains the words "contract of service." Again, under the Revenue Act, 1869, section 11, the word "servant" is employed in a somewhat similar sense, which gave rise to the often quoted definition of Baron BRAMWELL in a case under that statute: "a servant is a person subject to the command of his master as to the manner in which he shall do his work": *Yewens v. Noakes* (1880, 6 Q. B. D. at p. 532). In all these classes of cases the principle is the same, and in doubtful cases the problem for solution is now usually stated as being—is the person whose status is the subject in dispute engaged under a contract "of" service or under a contract "for" service? In the former case his contract is that known under the Roman law as *Locatio operari*: he lets out his *operae*, or powers bodily and mental, to be used by an employer just as the latter employs any machine or instrument. In the latter case, his contract is *Conductio operis*: he undertakes to perform an *opus* or task in a satisfactory and skilful manner, but under the guidance of his own intelligence, not that of his employer. In the first case he is merely a "servant," in the second an independent "contractor": *Sadler v. Henlock* (4 E. & B. 570). Extremely interesting judgments which elucidate this somewhat subtle, but nevertheless very real, distinction, were delivered by the present Master of the Rolls and MOULTON, L.J., in a workman's compensation case which is now regarded as one of the *loci classici* on the point

(*Simmons v. Heath Laundry Co.*, 1910, 1 K. B. 543), and in the eighth edition of Pollock's *Torts* (at p. 79) the distinction is clearly explained. But in practice it is not easy to devise any exact test which can be satisfactorily applied in a borderline case; and possibly Mr. Justice JOYCE was as much influenced by tradition or convention as by logic in declining to regard a minister of religion as the mere servant of his church or any body of persons within it.

Liability of the Owners of Ferocious Animals in France.

THE FRENCH law with regard to the responsibility of owners of dangerous animals would appear to be governed by paragraph 1,385 of the Civil Code, which enacts that the owner of an animal or the person using it, while he is so using it, is responsible for any damage done by the animal, whether the animal was under his care or whether it was lost or had escaped. This enactment is wide in its terms, but a recent case in the French courts shews that there is occasionally some uncertainty as to its application. In an action against Prince Paul Troubetzkoi, it appeared that he had retained the plaintiff as head waiter at a dinner-party to which a large number of guests were invited. The plaintiff, after the dinner was over, was guiding the guests through the garden which was attached to the prince's residence, when he was attacked by a wolf-dog and severely bitten in the leg. This injury caused him much pain and suffering and he was for some time in fear of an attack of hydrophobia. The case for the plaintiff, as might have been supposed, was that the animal ought to have been chained up or muzzled, and that it was of a notoriously fierce or mischievous species. The only evidence tendered by the prince's advocate was that the animal was ordinarily of a mild disposition, but having been recently beaten by one of the servants, it had a grudge against anyone who wore their livery. The court, in their judgment, commented on the fact that the dog was a hybrid, and that such animals, when bred from wolves or dogs, are of a savage disposition, and by article 14 of the law of June 21, 1898, of the Rural Code, it is ordered that dangerous animals are to be kept chained up, so as to avoid the risk of accidents. They came, therefore, to the conclusion that there was a breach of duty on the part of the defendant in not securing the animal by a chain strong enough to resist its efforts to escape, and they awarded the plaintiff 2,000 francs as damages. A similar result would probably have followed an action in the English courts.

Suicide for the Benefit of Defendants.

AT AN inquest on the body of an unfortunate man who recently died by his own hand, it appeared, from a letter which he had written to his wife, that his object in putting an end to his life was that she should benefit by an insurance on his life. How far such a design was consistent with probity and justice it is unnecessary to inquire, but the policy probably contained the usual proviso that in case the assured should die by his own hands the policy should be void; and even without any express stipulation it has been held that the contract of life insurance contains an implied condition that the assured will not intentionally terminate his own life. The matter is, however, complicated by the fact that the jury returned a verdict of suicide during temporary insanity, and in the case of *Horn v. Anglo-Australian Co.* (30 L. J. Ch. 511), WOOD, V.C., held that where there is no express provision in the policy that in the event of the assured dying by his own hand the policy shall become void, the policy is not vacated by the circumstance of his having died by his own hand while in a state of temporary insanity. There is, in the words of the Vice-Chancellor, no principle of public policy which interferes to prevent a person insuring against the consequences of his insanity in whatever unhappy form it might develop itself, just as he might insure against any other calamity by which his life might be determined.

The Custody of the Written Judgments of our Courts.

IT IS matter of common knowledge that the more important judgments of the superior courts in England are committed to writing, and, after they have been approved by the judges who

were present during the argument of the case, are handed to the reporter for publication. The paper which is given to the reporter is often the only copy of the judgment in existence, and though there is no reason to doubt that all reasonable care is exercised in preserving it from loss or injury, we should not be surprised to hear that in some instances this care has been ineffectual. Some check on the inconvenience which would naturally arise from the loss of a learned and valuable judgment is afforded by the presence of shorthand writers, who take a note from the lips of the judges of judgments which the note-takers believe to be of more than ordinary interest. A lost judgment could, therefore, in many cases, be reconstructed. It must, however, be remembered that the shorthand writers have no official duties, and are occasionally wholly unfamiliar with the law. A reference to the procedure of foreign courts informs us that in the United States, and in the more important nations of Europe, the judgments are printed before they are communicated to the public, an example which has been followed by the Scottish courts. It is, indeed, remarkable, in days when the labours of the typist are generally utilized, that there should be such an absence of order and method in the preparation of documents which are to form a material part of the basis of our law.

Apportionment of Rent.

THERE are, as is well known, difficulties at common law in making apportionments of rent, whether in respect of time, or in respect of the demised premises, though as regards apportionment in respect of time the difficulty has been removed by statute. Since rent is only due at the stipulated time of payment, which is usually at the end of a quarter or other period, no division of the rent was allowed at common law: *Clun's Case* (10 Co. Rep. 127a). Hence, if the lease came to an end between two periods of payment—for instance, by the death of a lessor who was tenant for life without power of leasing—the rent up to his death was not recoverable, and it was the same in equity: *Jenner v. Morgan* (1 P. Wms. 392). But the remainderman could recover in use and occupation for the unexpired part of the period, and if the tenant in fact paid the entire rent, then the remainderman was bound in equity to account for an apportioned part to the executors of the tenant for life: *Payet v. Gee* (Amb. 198). But the Distress for Rent Act, 1737, s. 15, gave the executors a legal right to a proportion of the rent; and under successive statutes, now extended and replaced by the Apportionment Act, 1870, rent became apportionable generally in respect of time. This does not accelerate the time of payment as regards the tenant, but the entire rent is recovered by the landlord entitled at the time when it falls due, and he accounts to his predecessor in respect of the earlier broken period (Act of 1870, s. 4). Similarly, when the lessee's liability is interrupted in the course of a quarter or other period, the rent is apportioned, and the part due for the time of occupation is recoverable at the end of the period: *Swansea Bank v. Thomas* (4 Ex. D. 94). But apportionment is not allowed in favour of a landlord where the tenant is wrongfully evicted, and he cannot recover the rent up to the time of eviction: *Clapham v. Draper* (C. & E. 484).

The law as to apportionment of rent in respect of time, therefore, offers at the present day little difficulty. In regard to apportionment of rent in respect of the demised premises, the common law was more inclined to make allowance for change of circumstances. The apportionment might become necessary either through a division or severance of the title to the reversion—that is, the title to receive the rent; or of the obligation to pay; where, for example, the lessee ceased to have possession, or failed to obtain possession of part of the premises. As regards severance of the reversion, this carried an apportionment of the rent, whether the severance took place by the act of the parties or the act of law. Apportionment was allowed more readily in the case of rent service than rent charge (Litt. s. 222; Co. Lit. 148a). And now, on a severance of the reversion, the rent is attached to the severed parts by statute (Conveyancing Act, 1881, s. 10). And, in general, rent is also apportionable

when the lessee ceases to hold part of the lands; where, for instance, he surrenders part (*Smith v. Malings*, Cro. Jac. 160), or is evicted from part by title paramount: *Walker's case* (3 Co. Rep., p. 22b); *Hartley v. Maddocks* (1899, 2 Ch. 199). But the landlord cannot claim apportionment where he himself unlawfully evicts the tenant from part of the premises, and, so long as the eviction continues, he can recover no part of the rent: *Morrison v. Chadwick* (7 C. B. 266); *Upton v. Townend* (17 C. B. 30).

A similar result follows when the lessor is unable to put the tenant in possession of part of the demised premises. It is laid down in *Holgate v. Kay* (1 C. & K. 341) as "perfectly clear, that if you cannot give full possession of the thing demised, you cannot sue in covenant for the rent." This statement of the law, made at *nisi prius* by ROLFE, B., in 1844, is always regarded as sound. A question, however, may be raised as to what is "full possession." In *Holgate v. Kay* the lessee never did obtain any possession at all of a certain part of the demised premises, nor did he receive any benefit in respect of that part. It was, therefore, held, in an action on the covenant to pay rent in a lease under seal, that no part of the rent could be recovered.

But supposing a certain part of the demised premises to be in the actual possession of an under-tenant, so that the lessee under the demise on which the action for rent is brought gets legal possession in the sense that he gets the reversion expectant on the determination of the under tenant's interest, can the lessor then sue on his covenant? The question is not free from difficulty, and there seems to be no English case precisely in point. There is an Irish case in favour of the view that the "full possession" mentioned in *Holgate v. Kay* may be satisfied by the lessee having the reversion on the under-tenancy: see *Ecclesiastical Commissioners v. O'Connor* (9 Ir. C. L. R. 242), decided in 1858 by the Irish Court of Queen's Bench. In that case the lease was for three lives and a concurrent term of 999 years. Part of the demised premises were in the possession of a tenant from year to year. An action for rent was brought on the covenant in the lease, and one defence was that the lessor had already demised part of the premises to a tenant who was then in possession. It was held on demurral that this defence was no answer to the plaintiff's claim for the entire rent, since the demise, being under seal, operated as a lease of the reversion, with the rent incident thereto, of that part of the land of which the lessors had not possession, and so conveyed to the defendant the whole interest in respect of which the entire rent was reserved. If, however, the lease had not been under seal, then it would not have carried the reversion; the lessee would have had no claim to the rent payable by the previous tenant of part of the land; and the claim for payment of the rent as such, and for the recovery of any part of it by distress, would have failed; though the lessee would be liable in use and occupation in respect of the land of which he actually obtained possession: *Neale v. Mackenzie* (1 M. & W. 747).

In a recent Australian case the court of three judges were divided on the question whether the broad principle of *Holgate v. Kay* should be followed, or whether *Ecclesiastical Commissioners v. O'Connor* should, under the circumstances, be treated as the governing authority: see *Hughes v. Mockbell* (9 State Reports (N.S.W.) 343). Here the lease, though for three years only, was under seal, and the under-tenants, whose possession caused the difficulty, were weekly tenants. It was held by the majority of the court that the lessor could not recover under the covenant to pay the rent, since the lessee had not had "full possession" within the meaning of the ruling in *Holgate v. Kay*. The dissenting judge thought that *Ecclesiastical Commissioners v. O'Connor* should be followed, and that the lessor was entitled to recover the entire rent. He quoted, as applicable, the following passage from the judgment in the Irish case: "Where a person has only a reversion expectant on a lease with a rent incident thereto, he may make a lease by deed of that reversion for any term and reserve a rent thereout; he may deal with it as if it were an interest in possession, and he cannot be said not to have a title to such rent." This dissenting judgment was in accordance with the distinction between leases under seal which pass a reversion and leases by parol which do not, and appears to be correct; though it may be admitted that the result proves

inconvenient if the lessee has relied on having occupation of the whole premises; and under an executory agreement for a lease, he would not be bound to accept a lease of the whole or any part if he found that a subsisting tenancy would exclude him from occupation of part.

Reviews.

Compensation Cases.

DIGEST OF WORKMEN'S COMPENSATION CASES, 1897-1909. By FRANK BEVERLEY, LL.B. (Lond.), Barrister-at-Law. SECOND EDITION. Stevens & Sons.

The title of this little digest is somewhat misleading, since, in fact it includes all relevant reported cases decided in the Superior Courts of England, Scotland and Ireland during the years 1910 and 1911, as well as those for 1897-1909. The explanation appears to be that a first edition of this book was published in 1910, and the author has preferred to keep the exact title, although now inapplicable by the inclusion of 200 later cases. In addition to a note of no less than 851 reported decisions, the volume contains the text of the Act of 1906, the amending Act of 1909 (which gave statutory effect to the Anglo-French Convention of that year, conferring reciprocal rights as regards compensation for accidents on the subjects of each country when employed by subjects of the other contracting State), and various Orders in Council which have been promulgated in pursuance of the first-named statute. There is a useful index of some thirty pages, in which we find such titles as "Airship," "Angina pectoris," "Beat Hand and Beat Knee," "Concurrent Contracts of Service," "Election of Remedy," "Gangway," "Grade of Employment," "Indemnity," "Practical Joke," "Malingering," "Neurasthenia," "Muscular Strain," "Proximate Cause of Accident," and "Sewer-Gas"; to the practitioner who has followed the decisions in this branch of law, each of these headings will recall a well-known case. There is also a useful list of reports, which will assist the practitioner who claims no special familiarity with the names of the Scottish and Irish Reports.

National Insurance.

THE LAW OF NATIONAL INSURANCE, WITH INTRODUCTION AND NOTES. By EDMOND BROWNE, Barrister-at-Law, and H. KINGSLEY WOOD, Solicitor of the Supreme Court. SECOND EDITION. Sweet & Maxwell (Limited).

We are still at the beginning of national insurance, but the anticipation of questions arising under the Act appears to have rendered necessary a second edition of Messrs. Browne & Woods' excellent manual of it, and to this they have added certain of the more important regulations which so far have been issued by the Insurance Commissioners. The book opens with a summary, explaining in about fifty pages the scheme and provisions of the Act, and then follows the text of the Act, the sections being elucidated by numerous cross references, and by notes which explain their application and furnish such guidance as is to be found in the decisions relating to cognate matters. Thus section 1 extends the scheme of health insurance to the classes of persons who are specified in Part I, and not excluded by Part II, of the first schedule; and the terms of the schedule—e.g. in excluding "employment of a casual nature otherwise than for the purpose of the employer's trade or business"—will be governed by the decisions collected at pp. 13, 14, on the corresponding terms of the Workmen's Compensation Act, 1906. The appendix contains sets of model rules for approved societies, and the Joint Committee Regulations.

Railway Law.

EPICTOME OF RAILWAY LAW. By ERNEST EDWIN GEORGE WILLIAMS, Barrister-at-Law. Stevens & Haynes.

This little work is intended as a "pocket-book" of the English law of railways, and of course makes no claim to deal exhaustively with its subject-matter. It is divided, like Caesar's Gaul, into three parts: "Carriage of Goods," "Carriage of Passengers," and "Railways and the Public." The reader will be a little at sea when he tries to guess the subject of this third part; in reality, it is concerned with the Board of Trade and the statutory control of railways. In the appendix are set out some important clauses from the Railway and Canal Traffic Act, and a model schedule of rates and charges as fixed by a private Act of Parliament.

Books of the Week.

Law Quarterly Review.—The Law Quarterly Review July 1912. Edited by the Right Hon. Sir FREDERICK POLLOCK Bart., D.C.L., LL.D. Stevens & Sons (Limited).

Quarterly Digest.—Butterworth's Quarterly Digest of Reported Cases Decided in the Supreme and other Courts. Being the Second Quarterly Supplement of Butterworth's Fourteen Years' Digest. Containing all Cases Reported from January to July 1st, 1912 (inclusive). Butterworth & Co.

Criminal Appeal.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, June 10th and June 17th, 1912. Edited by HERMAN COHEN, Barrister-at-Law. Vol. VII., Part XI. Stevens & Haynes.

British Citizenship.—British Citizenship. A Discussion initiated by E. B. SARGANT, and Reprinted by Permission from the Journal of the Royal Colonial Institute ("United Empire.") Longmans, Green & Co.

Land Taxes, &c.—The New Land Taxes and Mineral Rights Duty. The Land Union's Handbook on Provisional Valuations. Being General Advice to Owners of Land and House Property in Dealing with Valuations under the Finance (1909-10) Act, 1910, as Amended by the Revenue Act, 1911. With Statutes and Forms. Vacher & Sons (Limited).

CASES OF THE WEEK.

Court of Appeal.

CHARLES HOARE & CO. v. THE HOVE BUNGALOWS (LIM.).
No. 1. 19th June.

RECEIVER—EQUITABLE EXECUTION—RENT OF HOUSE AND FURNITURE—APPORTIONMENT—LUMP SUM PAYABLE TO DEBTOR'S MORTGAGEE—CREDITOR ENTITLED TO HAVE RENT OF FURNITURE APPORTIONED.

A mortgagor and mortgagee of houses joined in making a lease of the houses and of furniture in them which belonged to the mortgagor at an inclusive rent payable to the mortgagor until the mortgagee should give notice to the contrary. The mortgagee entered into receipt of the rents, and a judgment creditor of the mortgagor obtained the appointment of a receiver of the interest of the mortgagor in the rent reserved by the lease. The mortgagor was under covenant not to remove the furniture from the houses without the mortgagee's consent.

Held, that the creditor was entitled to have the rent apportioned as between the houses and the furniture, so that the receiver could recover the amount apportioned to the furniture, and that it must be referred to a Master to make the apportionment.

Appeal from a decision of Banks, J., at chambers. The plaintiffs, Charles Hoare & Co., were the holders of a debenture for £10,000 in the defendant company, the Hove Bungalows (Limited). The security for the debentures comprised the equity of redemption in nine bungalows situated on the sea front at Hove, which were mortgaged to Messrs. Weatherby. The mortgage, dated the 2nd of July, 1909, contained a covenant by the defendant company to keep the bungalows suitably furnished, so that the same could be let furnished, and to keep the said furniture in good and proper order and condition, and not to remove any of it without the written consent of the mortgagees. By an indenture of the 29th of January, 1912, Messrs. Weatherby demised, and the defendant company demised and confirmed to the Atlas Syndicate (Limited), the nine bungalows, with the household furniture and other effects in or about the premises, at a rent of £450 per annum, but the lease contained no apportionment of the rent between land and furniture. It was provided that the rent should be payable to the defendant company until the mortgagees should give the tenant notice to pay the rent to them. There was also a contemporaneous agreement between the defendant company, the Atlas Syndicate and the Hove Seaside Villas (Limited), whereby the company agreed to sell part of the furniture to the syndicate, the price to be paid in debentures, and the rent to be reduced by the amount of the interest on the debentures. This agreement was never acted on, and none of the documents were registered as bills of sale. The interest on the debenture held by the plaintiffs having fallen into arrear, an action was brought against the company, and judgment recovered for £600 and costs, on the 6th of March, 1912. An execution on the furniture having been met by a claim on behalf of the Atlas Syndicate, the plaintiffs procured the appointment of receiver of the rents, profits, and moneys receivable in respect of the defendants' interest in all that rental of £450 per annum, payable under the lease of the 29th of January, 1912. It then appeared that the mortgagees had gone into possession of the property, and that the Atlas Syndicate had paid to them in advance the rent for the quarter ending on the 25th of March and for some time longer. The plaintiffs thereupon applied by summons served on the mortgagees, the defendant company and the Atlas Syndicate, for an order that the rent payable under the lease might be apportioned as between the freehold premises and the furniture and effects, and that the Atlas Syndicate should attorn and become tenants to the receiver in respect of the said furniture and effects, and pay him the apportioned rent in arrear

(if any), and to accrue in future for the same. This summons was refused by the Master, and on his decision being upheld by Banks, J., at Chambers, the plaintiff brought this appeal.

FLETCHER MOULTON, L.J.—We are of opinion that this appeal must be allowed. The mortgagees, of course, are mortgagees of the land, but it is true, as is alleged by Mr. Mellor, that they have covenanted that this furniture should remain thereon. Their rights are not going to be interfered with in any way. The summons does not ask that the furniture should be removed from the premises or that it should be sold or that it should be in any way interfered with. But it is clear that the whole rent that the lessees pay is not paid in respect of the premises; it is paid partly in respect of this furniture, and the summons simply asks that there shall be an apportionment of that rent, so that the mortgagees who have entered into possession may receive the whole of the portion of the rent of the premises, and the apportioned rent for the furniture should go to the receiver that the judgment creditors have obtained from the court. Now, that that is just and equitable cannot be denied. The mortgagees have no right to take money which comes as rent for the chattels of the judgment debtor, which do not belong to them in any way. The only difficulty there has been in my mind is the exceptional form of the application, and it rather throws us back on first principles, because it is almost without precedent. But even if I had no precedent whatever, I think I should come to the conclusion that the summons was a right one. But to my mind the case to which we have been referred by Mr. Micklem, *Salmon v. Matthews* (8 M. & W. 827), in which Baron Alderson gave the judgment of the court, of whom Lord Abinger was one, is precisely in point. There, there was a question of bankruptcy, and it was important, therefore, to find out what portion of the rent was due for use and occupation and what for the use of the furniture; and the court saw no difficulty in the matter. They thought that the rent might be apportioned, so that it was an alternative remedy; there might be an action for use and occupation of the house, and, I think, also an action for use and occupation of the furniture. But for the purposes of to-day it is sufficient that the sole difficulty is in apportioning the rent. I see no difficulty in this case—it seems to me on all fours. Therefore I think that the prayer of the summons ought to be granted, and, of course, you will refer to the proper officer to make an apportionment, as to which we have no materials and with which we have not to deal. Therefore the appeal will be allowed with costs here and in the court below.

BUCKLEY, L.J.—The lease of the 29th of January, 1912, was a demise of land and furniture. The lessors were the first mortgagees in whom the land was vested, and the mortgagors were entitled to the equity of redemption. Those were the parties to the demise so far as the land is concerned. So far as the furniture is concerned, the first mortgagees had nothing to do with it—they had nothing to demise—it belonged to the mortgagors, and it was demised by the act of the mortgagors to whom it belonged. As regards the furniture, it is true the mortgagees enjoyed the benefit of the covenant in the mortgage that the furniture should be kept on the mortgaged premises. It gave them no right whatever in the furniture. If that covenant were broken they would be entitled to damages; but it gave them no rights whatever in respect of the furniture. For all material purposes, therefore, the mortgagees have no right or interest whatever in the furniture in this case. The rent payable under the demise was £450, in respect of both subjects of the demise—namely, the land and the furniture. There was a contemporaneous agreement of the 29th of January, 1912, to which I need not further refer, because, as everybody agrees, it had not the effect of a bill of sale; it was a mere agreement, and was not carried into effect so as to give it legal effect between the parties. In that state of things the mortgagor has become the judgment debtor, and the judgment creditor has obtained the appointment of a receiver, and by way of equitable execution he seeks to get the interest of the mortgagor, the judgment debtor, in this furniture. The judgment debtor's interest in the furniture is now the rent reserved in respect of which the lessee is entitled to the possession and use of the furniture, he paying a certain rent; the lessor, the mortgagor, is entitled to the rent in respect of that. It seems to me the judgment creditor is entitled by way of equitable execution to reap that interest by way of satisfaction of his judgment. The way to do that is to apportion the rent of £450, which is payable both for the land and for the chattels, and to attribute a proper portion of it to the chattels, and the judgment creditor is in my opinion entitled by his receiver to take the rent reserved for the chattels. That is in my judgment what is asked in the summons. I think that is the right order, and the appeal must be allowed.—COUNSEL, MICKLEM, K.C., and HENLEY; MELLOR. SOLICITORS, SHIRLEY W. WOOLMER; PEACHY & CO.

[Reported by P. GUTHRIE SMITH, Barrister-at-Law.]

Re PEARCE. EASTWOOD v. PEARCE. No. 2.
25th and 26th June.

WILL—CONSTRUCTION—GIFT TO CHILDREN OR OTHER ISSUE—ALTERNATIVE OR SUBSTITUTIONAL GIFT.

On the construction of a very obscurely worded will.
Held (dub. COZENS-HARDY, M.R.) that a gift to children or other issue went to the surviving children, excluding the issue of those dead at the period of distribution.

Decision of Warrington, J. (reported ante, p. 361), affirmed.

The appeal from the decision of Warrington, J., was dismissed. COZENS-HARDY, M.R., said This is a most obscurely worded will of

which three views have been put forward : (1) that the gift is to children alive at the death of the widow together with the issue of those then dead; (2) that the gift goes to children if there are any, and to issue only if there are no children surviving; (3) that all the issue take. The first view cannot be supported without doing violence to the words of the will. The second view has been adopted by Warrington, J., and as my colleagues (FARWELL and KENNEDY, L.J.J.) are disposed to agree with him, I do not formally dissent, though I think that there are indications in the will that the third view is what the testator intended. No principle is involved and the decision can never be an authority except in the improbable case of another testator using the identical words, so I will not say more.—COUNSEL, Cave, K.C., and Edward Ford; Russell, K.C., and Stokes; Romer, K.C., and Errington; Sargent; Ashworth James. SOLICITORS, Wiggin, Champernowne, & Prescott; Crawley, Arnold, & Co.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

LORRAINE v. LORRAINE AND MURPHY. No. 2. 10th July.

DIVORCE—SETTLEMENT UNDER DIVORCE ACT, 1857, s. 45—VARIATION OF SETTLEMENTS UNDER DIVORCE ACT, 1859, s. 5—RESTRAINT ON ANTICIPATION IMPOSED BY WILL—LIS PENDENS.

A wife divorced for misconduct was entitled to a life interest in property bequeathed by her father's will subject to a restraint on anticipation during coverture. A petition was presented by the husband for a settlement on the child of the dissolved marriage of part of the income arising from the property. The wife remarried after service on her of the petition, but before the hearing.

Held that there was no jurisdiction to order a settlement of income to which the restraint had attached on the second marriage, and that the doctrine of *lis pendens* had no application to the case.

Decision of Sir S. Evans, P. (ante, p. 275; 1912, P. 86) reversed.

A decree for dissolution of marriage on account of the wife's misconduct was made absolute on the 10th of May, 1911. The wife remarried on the 4th of June, but, on the 3rd of June, a petition was served on her by her late husband, asking that a settlement might be made on the child of the marriage under section 45 of the Matrimonial Causes Act, 1857, and section 5 of the Act of 1859. The Registrar reported that, on the death of her mother, the wife would become entitled to a life interest without power of anticipation in a sum of £27,000, and he recommended that a certain proportion of the income accruing after the death of the mother should be paid to the guardians of the child of the dissolved marriage. This report was adopted by Sir S. Evans, P., upon motion before him (see ante, p. 275; 1912, P. 86), and the wife now appealed from that order. Section 45 of the Act of 1857 enables the Court, when a marriage is dissolved by reason of the wife's misconduct, to order a settlement for the benefit of the husband and children of any property to which the wife is entitled in possession or reversion. Section 5 of the Act of 1859 enables the court to make orders with reference to the property settled by any post-nuptial or ante-nuptial settlement made on the parties whose marriage is dissolved.

COZENS-HARDY, M.R., after stating the facts and the sections above quoted, said : With great respect to the learned President he has forgotten under which section he was proceeding. The Act of 1859 only enables the Court to vary settlements made before or during the marriage which has been dissolved. It is reasonable that when a marriage is dissolved, settlements made in consideration of it should be modified. Under the Act of 1857 the Court can deal with such interests as the wife has, but cannot curtail or enlarge these interests. I fail to find any power to make an order affecting income which she is restrained from anticipating. In *Constantinidis v. C.* (1904, P. 306) the Act of 1859 was in question, and it was proposed to vary a settlement made in consideration of the dissolved marriage. Under that settlement the second husband took a life interest. This was in effect the creation of a new interest pending the litigation, and did not prevent the Court from disregarding his rights, under the doctrine of *lis pendens*. The restraint on anticipation, which came into force on the second marriage in this case, was not the creation of the wife, but arose solely from the father's will. In *Midwinters v. M.* (1892, P., at p. 38) Kay, L.J., says : "It seems that the wife has—not by a marriage settlement which, by section 5 of the Act of 1859, could be altered, but under the will of her father which cannot by any of the statutes, as I understand them, be altered at all—a life interest in property devised by the will for her separate use as to which she is restrained from anticipation." These words, though not essential to the decision in the case, seem to me entirely appropriate and exactly describe the position here. On general principles and on the construction of the sections of the Acts, assisted by the judgment of Kay, L.J., I come to the conclusion that the judgment of the learned President cannot be supported.

FARWELL and KENNEDY, L.J.J., delivered judgment to the same effect. After this decision it became necessary to decide whether, on the condition against alienation (see the report of the case in the Court below), the order for a settlement would have created a forfeiture, but the Master of the Rolls expressed the opinion that it would not.—COUNSEL, Priestley, K.C., and Talbot-Ponsoby; Barnard, K.C., and Le Bas; Care, K.C., and McConkey. SOLICITORS, May, Sykes, & Co., for C. H. Close, Leeds; Van Sandoe & Co., for Wright & Co., Liverpool; Wynne & Co., for Evans, Lockett, & Co., Liverpool.

[Reported by F. GUTHRIE SMITH, Barrister-at-Law.]

High Court—Chancery Division.

Re EMPLOYMENT OF MINISTERS OF THE UNITED METHODIST CHURCH. *Re EMPLOYMENT OF MINISTERS (UNDER PROBATION) OF THE WESLEYAN METHODIST CHURCH.* Joyce, J. 11th July.

COMPULSORY INSURANCE—EMPLOYMENT OF NONCONFORMIST MINISTERS—CONTRACT OF SERVICE—CONTRACT FOR SERVICES—NATIONAL INSURANCE ACT, 1911 (1 AND 2 GEO. 5, c. 55), s. 1 (1), (2), SCHEDULE I., PART 1 (A).

Nonconformist ministers appointed by the Conference of their Church, which has the power of appointment of ministers and of suspension and dismissal in cases of immorality, heresy or general unsuitability, and paid by the circuit or church to which they are attached, are not employed under a "contract of service" within Part I. of the First Schedule of the National Insurance Act, 1911.

These were two motions to determine whether the employment of ministers of the United Methodist Church by the Conference of that Church or by the circuits to which the ministers were attached, and the employment of ministers (under probation) of the Wesleyan Methodist Church by the Conference of that church or by the circuits to which the ministers were attached or by any other body of persons, was employment within the meaning of Part I. of the National Insurance Act, 1911. Section 1 (2) of the Act provides that "the persons employed within the meaning of this part of the Act (in this Act referred to as "employed contributors") shall include all persons of either sex, whether British subjects or not, who are engaged in any of the employments specified in Part I. of the First Schedule to this Act, not being employments specified in Part II. of that schedule. Part I. of the First Schedule contains : "Employments within the meaning of Part I. of this Act relating to Health Insurance :—(a) employment in the United Kingdom under any contract of service or apprenticeship, written or oral, whether expressed or implied, and whether the employed person is paid by the employer or some other person, and whether under one or more employers, and whether paid by time or by the piece, or partly by time and partly by the piece or otherwise, or, except in the case of a contract of apprenticeship, without any money payment"; (b) includes employment as master or crew on board ship; (c) includes outworkers (i.e., persons to whom work is given to be done in their own homes or on other premises not under the control or management of the person who gave out the articles or materials) unless excluded by the Commissioners. The Foundation Deed Poll of the United Methodist Church provided in clause 23, dealing with the powers and duties of the Conference, that the Conference should be empowered (g) to appoint ministers and probationers; (h) to admit upon probation any person of whom it might approve and who had been recommended by certain subordinate bodies in the church, and to discontinue the services of such probationers if not satisfied with their doctrinal views and general suitability; and also to admit into full connection such probationers as were approved; (j) to censure, suspend, or exclude from the ministry any minister upon satisfactory evidence of immorality, erroneous doctrinal teaching, deficiency of ability, neglect of duty, general unsuitability, or of his acting contrary to or neglecting to observe the rules and regulations of the church. Clause 28 gave the Conference a suspending power to deal with urgent cases, e.g., cases of ministers causing a public scandal. The Conference had the power of appointing and suspending ministers, but they were paid by the circuits to which they were attached. In the case of the Wesleyan Methodist Church, the Conference had the power of appointing and dismissing ministers under probation, and ministers were paid by the particular church to which they were appointed. The question to be determined was whether those ministers whose salaries were under the rate of £160 per annum were liable to compulsory insurance under the Act. On behalf of the Commissioners it was argued that the words "contract of service" in Part I. of the First Schedule must be construed widely so as to include a "contract for services." For the respondents to the motions in both cases it was contended that the words of the Act must be construed strictly, and the relation between a minister and his church could in no sense be regarded as a "contract of service." In such a case it was impossible to say who was the employer; whom could the minister sue for his salary; or what were the terms of the contract.—*Simmons v. Heath Laundry Co.* (1910, 1 K. B. 543), *Yewens v. Noakes* (6 Q. B. D. 530), *Sadler v. Henlock* (4 E. & B. 570), *Waites v. Franco-British Exhibition (Incorporated)* (2 Butterworth's W. C. C. 199), *Murphy v. Enniscorthy Board of Guardians* (*ibid* page 291), and *Hillyer v. St. Bartholomew's Hospital* (1909, 2 K. B. 820), were cited.

JOCHE, J., in the course of his judgment said : The question in these cases is whether certain classes of employment will be employment within the meaning of the National Insurance Act, 1911. Section 1 (1) of the Act provides that "subject to the provisions of this Act all persons of the age of sixteen and upwards who are employed within the meaning of this part of the Act shall be, and any such persons who are not employed but who possess the qualifications hereinafter mentioned may be, insured in manner provided in this part of the Act." Sub-section (2) refers to the First Schedule, Part I., which sets out the employments within the meaning of Part

I. of the Act relating to Health Insurance. With reference to the question raised in these two cases I should certainly find a difficulty in saying, if these persons can be said to be "employed," at all, who is their employer. Passing that question over, to be within this part of the Act the persons referred to must be employed under a contract of service within Part I. (a) of the First Schedule. The Solicitor-General has not pretended that these persons are really employed in any such employment. My attention has been drawn to certain cases in which the difference has been considered between a "contract of service" and a "contract for services," and in the face of those cases and the judicial observations to be found therein, in my opinion it is absolutely impossible for anyone seriously to argue that either of these classes of persons are employed under any contract of service. In my opinion there is no contract of service, and that disposes of both cases. I understand the Commissioners have agreed as to costs.—COUNSEL, Sir J. Simon, S.G. and Sargent, for the Insurance Commissioners; R. Younger, K.C., and Owen Thompson, for the United Methodist Church; Sankey, K.C., and Baden Fuller, for the Wesleyan Methodist Church. SOLICITORS, Solicitor to the Treasury; Waterhouse & Co.; Kingsley Wood & Co.

[Reported by R. C. CARRINGTON, Barrister-at-Law.]

Re TAUNTON AND WEST OF ENGLAND PERPETUAL BENEFIT BUILDING SOCIETY AND ROBERTS' CONTRACT. Re THE VENDOR AND PURCHASER ACT, 1874. Parker, J. 9th July.

VENDOR AND PURCHASER—LEASEHOLD HOUSE—MORTGAGEES SELLING—BREACHES OF COVENANT TO REPAIR—NO EXPRESS NOTICE OF BREACHES—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44 & 45 Vict. c 41), s. 3, sub-sec. 4—NO EXPRESS COVENANT FOR TITLE—PRODUCTION OF LAST RECEIPT FOR RENT BY VENDOR—LIABILITY OF VENDOR FOR ALL PAST BREACHES OF COVENANT—GOOD TITLE NOT SHewn.

Where a mortgagee of a leasehold under his power of sale contracts to sell all the premises and all the residue of the term, and the purchaser covenants to pay the rent, and perform the covenants contained in the lease, and to indemnify the mortgagee against "the said rent and covenants," and the purchaser has no express notice that there have been breaches of the covenants, as, in fact, there have been, the vendor must, nevertheless, make good such breaches, even though he has not expressly covenanted to give a good title.

The case of Hightett and Bird's Contract (1903, 1 Ch. 289), as explained by Allen and Driscoll's Contract (1904, 2 Ch. 230), distinguished.

This was a vendor and purchaser summons, taken out by a purchaser to have it declared that the vendors had not made a good title. The vendors were mortgagees of a leasehold selling under their power of sale. The mortgage was by assignment, and not by sub-demise. By the contract of the mortgagees with the purchaser, which was a contract to sell all the premises and all the residue of the term subject to the covenant and conditions contained in the lease, the purchaser was to pay the rent and perform the covenants, and to indemnify the vendors against "the said rent and covenants." Down to the time fixed for completion there had been breaches of the covenants contained in the lease, and breaches in respect of which the lessor had threatened proceedings, though neither the mortgagees nor the purchaser were aware of this. The covenants were not usual ones, and the purchaser was not aware of them. The first requisition by the purchaser: Have all the covenants contained in the abstracted lease of the 18th of June, 1909, been observed up to date? elicited the answer:—The last receipt for ground rent can be produced, which is sufficient evidence that the covenants have been complied with. The vendors have no notice of any breach. The answer to another requisition: When was the outside of the premises last painted? was, I cannot say. See reply to No. 1. Counsel for the vendors contended that the purchaser had implied notice, even if he had not express notice of the breaches of the covenant to paint, and that he impliedly covenanted to purchase the property in the condition in which it was. Here there was no express contract to give a good title. He referred to the seventh edition of Hood & Challis on the Conveyancing and Settled Land and Trustee Acts at p. 22, and to Allen and Driscoll's Contract (1904, 2 Ch. 230), where Romer, L.J., explained that the case of Hightett and Bird's Contract was decided on the footing that there was an express agreement to make a good title. In this case there was no such express agreement. In *Barnett v. Wheeler* (7 M. & W. 364) it was decided that the purchaser's knowledge of defects was immaterial. Counsel for the purchaser contended that the vendors must show a good title, which they could not do till they had complied with the covenants to repair.

PARKER, J.—This is a summons by a purchaser under the Vendor and Purchaser Act to have it declared that the vendor has not made a good title. The vendors were a mortgage building society. Their mortgage was by assignment, and not by sub-demise, and they were selling under their power of sale. They contracted to sell all the premises and all the residue of the term, subject to the covenants and conditions contained in the lease, and the purchaser agreed to indemnify them against "the said rent and covenants." This simply means that the purchaser is to hold the property subject to the covenants in the lease, and to indemnify the vendor in respect of such covenants for the future. It does not mean that he is to pay arrears of rent or provide for past breaches of covenant. Down to the period of completion there had been breaches of the covenants contained in the lease, and breaches in respect of which the lessor

had threatened proceedings, but neither the mortgagees nor the purchaser were aware of this. The purchaser was not even aware of the nature of the covenants. They were not usual covenants. The vendors were under an obligation to show that the rent had been paid and the covenants complied with. The Conveyancing Act does not remove this obligation. It only says that where land sold is held by lease (not including underlease), the purchaser shall assume, unless the contrary appears, that the lease was duly granted, and, on production of the receipt for the last payment due for rent under the lease before the date of actual completion of the purchase, he shall assume, unless the contrary appears, that all the covenants and provisions of the lease have been duly performed and observed up to the date of actual completion of the purchase. The receipt is accordingly only *prima facie* evidence until other evidence is produced to the contrary, as it is in this case. This section does not preclude the purchaser from shewing that the covenants have not been complied with. The present case differs from the case where the acceptance of the production of the receipt is expressly made conclusive evidence of all the facts, and is to operate as a waiver of past breaches, if any. There is no such condition here, and the vendor accordingly can only rely on the statutory provision. Notwithstanding the production of the receipt, the purchaser can shew from other sources that the covenants have not been performed. It may be that where the purchaser has notice of the breach the case may vary according as there is express obligation to make a good title, or only an implied obligation to do so. On this point I have been referred to *Barnett v. Wheeler* (*ubi supra*), and *Re Hightett and Bird's Contract* (*ubi supra*), as explained by Romer, J., in *Re Allen and Driscoll's Contract* (*ubi supra*). But, in my opinion, these cases have nothing to do with the present case. In the present case I am satisfied that the purchaser had no notice of any covenant of which there had been a breach, but has found out that fact for himself subsequently. I accordingly hold that these cases have no application here. The vendor's obligation to make a good title has not been discharged. I think the order should be made in the following form: The court being of opinion that, so long as the lease remains forfeitable by reason of the non-compliance with the covenants, the vendor has not shewn a good title, if a good title is not made within one month from the date of this order, the purchaser shall be at liberty to apply for the return of his deposit and for other consequential relief.—COUNSEL, Bertram Jacobs; Warwick Draper. SOLICITORS, Indermaur & Brown for Theodore Roberts, Newport, Mon.; Reed & Reed for C. Peard Clarke, Taunton.

[Reported by L. M. MAT, Barrister-at-Law.]

High Court—King's Bench Division.

LLOYDS BANK (LIM.) v. SWISS BANKVEREIN. UNION OF LONDON AND SMITHS BANK (LIM.) v. SWISS BANKVEREIN. Hamilton, J. 19th, 20th, 21st, 24th, 25th, 26th, and 27th June.

BANKER—BILL BROKER—LOANS TO—BEARER BONDS AS SECURITY—RE-DELIVERY OF BONDS TO BILL BROKER IN EXCHANGE FOR CHEQUE—USAGE.

A firm of bill brokers borrowed money from the plaintiff banks on depositing bearer bonds as security. The loans thus created were called in by the plaintiffs, and, in accordance with the general practice in such cases, the securities were returned to the bill brokers in exchange for their cheques. The defendants received in the course of the same day the bonds in question, and, the cheques given to the plaintiff banks having been dishonoured, the plaintiffs sued the defendants for a return of the bonds or their value, alleging that by a practice or usage the bonds remained constructively in their possession, or were impressed with a trust in their favour, until the cheques were honoured.

Held, that the plaintiffs had failed to establish the practice or usage on which they relied.

These actions arose out of extensive transactions between Hellings & Co., a firm of bill brokers, and the three banks. Hellings & Co. had dealings, by way of joint account and otherwise, with the defendants, and had from time to time borrowed money on bearer securities from the plaintiff banks. On the 15th of September, 1911, two loans were due for repayment to the plaintiff banks, and were accordingly called by them; and on the morning of that day Hellings & Co. received back from Lloyds Bank bearer bonds to the value of £25,200, in exchange for their cheque. The cheque was subsequently dishonoured, and the bonds were now claimed by Lloyds Bank. Hellings & Co. also received from the Union of London and Smiths Bank, under similar circumstances, bearer bonds to the value of £32,000, of which securities to the value of £10,000 were claimed in the present action, as hereafter appears. During the same day the defendants became aware of the fact that the financial position of Hellings & Co. was unsatisfactory, and at 2 p.m. obtained delivery from Hellings of securities amounting to £20,000, which they alleged represented margins given by them to Hellings & Co. The securities so delivered were received that morning from the plaintiff banks. At 3 p.m. the defendants demanded and received from Hellings & Co. securities amounting to £15,000, which they had

handed to Hellings & Co. that morning in exchange for a cheque of a like amount. They returned the cheque, and received, as they thought, the identical securities which they had handed over in the morning; but, as subsequently appeared, these securities were in fact received from Lloyds Bank that morning. The plaintiff now claimed a return of the various securities, or their value, and in support of their claim the plaintiffs called evidence to establish a practice or usage by which banks in handing over securities in such circumstances retain constructive possession of, or have a lien on them, until the cheque is met, usually at 4 p.m. on the same day, the securities being pledged elsewhere to obtain funds to meet the cheque. They alleged that, by reason of the dealings in joint account between Hellings & Co. and the defendants, the latter were fixed with notice that Hellings & Co. were not entitled to deal with the securities. The defendants contended that they were in the ordinary position—of *bona-fide* holder for value without notice. The following cases were cited in argument:—*Capital and Counties Bank (Limited), v. Gordon* (1903, H. C. 240); *Sheffield and London Joint Stock Bank* (13 A. C. 333); *London Joint Stock Bank v. Simmons* (1892, A. C. 201); *Watteau v. Fenwick* (1893, 1 Q. 13 346); *Brocklesby v. Temperance Permanent Building Society* (1895, A. C. 173); and *Rimmer v. Webster* (1902, 2 Ch. 163).

HAMILTON, J., in the course of his judgment, said the plaintiffs claimed that they were *bona-fide* holders for value, whose effective retention of the securities had never been determined, and the defendants contended that from the time the securities passed into Hellings & Co.'s custody the plaintiffs had no legal title to them. The plaintiffs said there was a practice of bankers which either had the effect of a custom, or to which the law attached the significance of a trust, under which Hellings & Co., being still in the possession of the securities, and their cheques not having been met, held the securities as custodians for the plaintiffs. They said the practice was universal, and its meaning notorious to the defendants, who had themselves acted upon it that day. A great deal of evidence had been given by both sides as to the practice. Every day in the week securities to the value of millions were deposited, and handed back against cheques which were not due to be met until the end of the day. This course of business was universal, except in the case of the Bank of England, which only handed out securities against a banker's cheque, and was not disputed in any way. It was not put by the plaintiffs as a custom in the sense of one which imported a term into the contract by implication. The witnesses differed in their view as to the legal effect of the practice; but they concurred on one point—viz., that they did not attribute the legal effect to the practice which the argument for the plaintiffs attached to it. They all said that the object and purpose was to enable the bill broker to deal with the securities in the course of the day and meet his cheque; but none said that the broker was not to meet his cheque except by means of the particular bundle of securities, so long as it was honestly done. For the plaintiffs to succeed it was necessary to shew that the banks were secured up to the very end, and they sought to make that out by saying that the instruments in the hands of the broker were impressed with a trust, and were held by them in a fiduciary capacity, and had a right to borrow the fruits of the trust property. That view was not taken by any of the witnesses. When the securities were given over, *prima facie* the legal position was that the transaction of loan was undone, and to suggest that the broker was invested with the character of a trustee in respect of negotiable instruments seemed a great deal to extract from the handing over of a bundle of documents from one clerk to another. He was loth to hold that a negotiable instrument was impressed with a trust of such a kind, unless it was absolutely necessary so to hold, and he could see no necessity for so holding. He had come to the conclusion that as soon as the plaintiffs parted with the securities they ceased to have any claim on them in the present action, and there would be judgment for the defendants with costs.—COUNSEL, *Astbury, K.C.*; *McCardie and R. A. Wright*; *Shearman, K.C.*, *Sankey, K.C.*, and *Harold Murphy*. SOLICITORS, *Kenneth Brown, Baker, Baker, & Co.* *W. H. Sidebotham*; *Michael Abrahams, Sons & Co.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Bankruptcy Cases.

Re A DEBTOR (No. 211 of 1912). *Ex parte GROSVENOR'S TRUSTEE*. C.A. No. 2. 17th and 24th May.

BANKRUPTCY—ACT OF BANKRUPTCY—NON-COMPLIANCE WITH BANKRUPTCY NOTICE ISSUED BY CREDITOR WHO HAS HIMSELF COMMITTED AN ACT OF BANKRUPTCY—BANKRUPTCY ACT, 1883 (46 & 47 VICT., c. 52), s. 4, sub-section 1 (g).

A debtor cannot be made bankrupt for non-compliance with a bankruptcy notice issued by a creditor whom the debtor knows to have committed an available act of bankruptcy.

Appeal by the debtor against a receiving order made by one of the registrars of the High Court. On the 15th of August, 1911, one Grosvenor obtained a final judgment for £1,750 against the debtor. On the 28th of September a bankruptcy notice was served upon Grosvenor, who failed to comply therewith, and thus committed an act of bankruptcy, which became complete upon the 6th of October, and of which the debtor was aware. Upon the 2nd of November

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Grosvenor issued a bankruptcy notice in respect of his judgment for £1,750, which was served on the 9th of November upon the debtor, who failed to comply therewith, and thus committed an act of bankruptcy, which became complete upon the 17th of November. In December a receiving order was made against Grosvenor, based on his non-compliance with the bankruptcy notice of the 28th of September, and he was adjudicated bankrupt. On the 16th of February, 1912, the trustee in Grosvenor's bankruptcy presented a petition against the debtor, founded upon this non-compliance with the bankruptcy notice served upon him on the 9th of November. The debtor disputed the petition, contending that as Grosvenor had committed an act of bankruptcy himself upon the 6th of October, he could not serve a valid bankruptcy notice on the 9th of November. The registrar overruled this contention, and made a receiving order, from which the debtor now appealed.

COZENS-HARDY, M.R., and KENNEDY, L.J., allowed the appeal, holding that the debtor, having notice of an act of bankruptcy committed by Grosvenor, could not safely have paid the judgment debt claimed by Grosvenor, and that it was therefore unreasonable that he should be made bankrupt for not having paid a debt which eventually turned out not to be payable to Grosvenor, but to the trustee in his bankruptcy.

BUCKLEY, L.J., dissented, holding that although the debtor could not have safely paid Grosvenor, he ought to have applied to the Bankruptcy Court, and offered to secure the amount claimed to the satisfaction of the court. The court might, on such application, either have made such an order as was made in *Ponstford, Baker, & Co. v. Union of London and Smith's Bank* (1906, 2 Ch. 444), for payment of the amount claimed into court; or have directed the debtor to secure the same to the satisfaction of the court.—COUNSEL, *Woodgate; Hansell. SOLICITORS, Coote & Richards; Osborn & Osborn.*

[Reported by P. M. FRANCHE, Barrister-at-Law.]

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Societies.

Gloucestershire and Wiltshire Incorporated Law Society.

The annual general meeting of this society was held at the Speech House, Forest of Dean, Glos., on Wednesday, 10th July, 1912.

Those present included Mr. J. W. Guise (Newnham-on-Severn), president; Mr. E. T. Gardom (Gloucester), vice-president; Messrs. E. W. Kendall (Bourton-on-the-Water), E. L. Baylis, W. G. Gurney, G. McIlquham, J. B. Winterbotham, R. J. Winterbotham (Cheltenham), J. S. Bradstock (Cinderford), E. B. Haygarth, H. St. G. Rawlins, E. C. Sewell (Cirencester), G. B. Taylor, Herbert Williams, T. L. Scoble (Coleford), H. J. Francillon, R. H. Penley (Dursley), Fred H. Bretherton, Frank H. Bretherton, J. H. Bryan, H. W. Grimes, Nigel D. Haines, J. P. Wilton Haines, J. W. Haines, T. Hannam-Clark, F. H. Hole, F. W. Jones, J. H. Jones, G. C. P. Pike, C. Scott, G. Whitcombe (Gloucester), E. C. Elwell (Highworth), H. W. Berthon (Lydney), T. Whatley (Mitcheldean), A. E. Smith (Nailsworth), M. F. Carter, T. G. Chance (Newnham-on-Severn), A. J. Morton Ball, R. H. Smith (Stroud), E. Francis (Stow-on-the-Wold), J. C. Wood (Swindon), H. Bevir, H. L. Bevin (Wootton Bassett), and the hon. secretary, Mr. Herbert H. Scott.

Mr. E. T. Gardom (Gloucester) was elected president, and Mr. E. L. Gwillim (Marlborough) vice-president, for the ensuing year. Messrs. A. J. Morton Ball, H. J. Francillon, J. W. Guise, W. H. Mellersh, W. G. Gurney, J. H. Jones, R. McLaren, and A. E. Smith, were appointed as the General Committee, and Messrs. H. Bevir, Nigel D. Haines, A. H. G. Heelas, W. H. Madge, H. J. Taynton, and J. B. Winterbotham as the Library Committee.

The following were elected members of the society:—Messrs. Sidney Baker (Tewkesbury), Percival James Bretherton, and Eric F. T. Fowler (Gloucester), W. J. Masters (Swindon), and A. Whitehead (Salisbury).

Sums amounting to £91 10s. were voted in grants to necessitous persons.

After luncheon a drive was taken through the Forest of Dean, and on the return to the Speech House the members were entertained at tea by the outgoing president.

The society, which was established in the year 1817, now consists of 143 solicitors, practising in Gloucestershire and Wilts.

The Hampshire Incorporated Law Society.

The twenty-first annual general meeting of this society was held at Portsmouth on Thursday, the 11th inst., the chair, during the first part of the proceedings, being taken by the outgoing president, Mr. E. R. Ensor (Southampton).

The minutes of the last annual meeting, which was held at Southampton, having been taken as read, the committee's report and the treasurer's accounts for the past year were received and adopted.

The president then made a presentation to Mr. A. W. Brain (Southampton) in recognition of his services as secretary and treasurer since the formation of the society. The presentation took the form of a cheque for 30 guineas, with a list of the subscribers. Mr. Brain returned thanks.

On the proposition of Mr. W. Renny (Portsmouth), seconded by Mr. A. C. Burbidge (Portsmouth), Mr. E. J. Bechervaise (Portsmouth) was elected as president for the ensuing year, and thereupon took the chair and was invested with the presidential badge. Mr. F. Gillson (Fareham) was elected as vice-president on the proposition of the president, seconded by Mr. E. R. Ensor.

The outgoing members of the committee—viz., Messrs. H. M. Foster (Aldershot), G. B. Knight (Farnborough), and H. C. Biscoe-Smith (Portsmouth) were re-elected, and Mr. V. E. G. Churcher (Gosport) was elected as a member of the committee in the place of Mr. F. Gillson.

The two auditors, Messrs. F. Faithfull (Winchester) and E. T. Westlake (Southampton), and the secretary and treasurer were re-elected.

Mr. F. G. Allen (Portsmouth) proposed a hearty vote of thanks to the retiring president for his services. This was seconded by Mr. W. Renny and carried unanimously, and Mr. Ensor returned thanks.

The president then gave an address on various current topics affecting the profession, and a general discussion took place thereon.

The members subsequently dined together at the Royal Pier Hotel, Southsea, when, after the toast of "The King," the president gave "Our Guests," for whom His Honour Judge Gye and Mr. C. L. Samson (president of the Law Society of the United Kingdom) responded. Mr. T. H. F. Lapthorn (Portsmouth) then proposed "The President," who replied.

The Right of Rebellion.

The following letter from Sir Frederick Pollock, Bart., P.C., appeared in *The Times* of the 13th inst.:

The new ethics of resistance to law seem to be advancing by leaps and bounds. We believed, and, indeed, were taught, half a century ago, that rebellion was sometimes justifiable. One rebellion in Europe, which succeeded, was approved by most Englishmen, and another in America, which failed, by a large proportion of both British and European politics. But we also believed that, except in cases of gross and notorious oppression, the burden of justification was on the rebels; and we should have thought not better, but rather worse, of any existing Government, however bad, which failed to shew fight for its existence. Now it appears to be gravely maintained that, whenever a party in the State threatens armed resistance to the law, the duty of the Government is to yield to its demand under pain of being morally responsible for any fighting or violence that may ensue. The mere presence of an "explosive and dangerous" minority is to paralyse legislation and national action. Perhaps this is the newest light of political science. I am too old to argue about it, and can only say that, if such doctrine is accepted, I do not see how settled government is possible in any country in the world. Did Abraham Lincoln commit a crime when he faced the risk and the actual issue of civil war against a formidable and resolute secession, equipped not only with warlike resources, but with plausible Constitutional argument? Most men at this day, even Southerners, hold that it would have been a *gran rifiuto* if he had done otherwise.

According to the old-fashioned notions of my youth, two conditions are necessary to justify rebellion—namely, a grievance or ambition worth fighting about and a fair fighting chance of success. I do not mean that the chance must be reckoned on purely military reasons. Assuming, for argument's sake, that the first condition is satisfied in the case of Ulster Unionists, can any rational man outside an Orange lodge assert as much of the second? By the way, I should like to know who are "the people of Ulster" who will not have Home Rule forced on them at the point of the bayonet. We have heard that, as a matter of fact, the number of Unionist and Nationalist voters in Ulster are not very unequal. Which half is "the people of Ulster," and why?

It may be allowed that an extreme case of oppression will sometimes justify or excuse taking a desperate risk, though I doubt whether such action has often been known to come to good. If anyone is persuaded that Irish Unionists, under any conceivable scheme of Home Rule, are likely to find themselves in any such danger, or will be unable to protect themselves by legal and Constitutional action, I have nothing to say to him but this: the very point of the new contention on their behalf is that they are too numerous and compact to be disregarded.

Legal question there is none. There is no case for justifying rebellion until lawful means of redress have failed. As Lord Lindley observed in another connection a day or two ago, resistance to the law is always unlawful, and must be so treated by the Courts. The same is true of the Executive, but with a margin of equitable discretion in trivial matters and where the safety of the commonwealth is not involved. Petty literal breaches of legal rule and enactment are winked at every day, and even graver ones may now and then be passed over, or very lightly dealt with, for good reasons of public policy. Such acts may amount to wilful petty rebellion, and may be of the most various moral quality, foolish or astute, mean or generous, enthusiastic or malicious; and they may raise nice questions enough. But this has nothing to do with open, deliberate, concerted, and forcible resistance to lawful authority "with strong hand in manner of war," to use a good mediæval phrase. That is the only kind of rebellion with which my present remarks are concerned.

The Social Board of the Lyceum Club gave a dinner last Monday night to members of the Bench and Bar. Lady Boyle presided, and the other hostesses were Lady Strachey, Lady Beauchamp, and Mrs. York Trotter. The president proposed the toast of "Bench and Bar." Lord Justice Vaughan Williams, Lord Justice Kennedy, and Mr. Justice Channell responded for the Bench, and Mr. Atherton Jones, K.C., M.P., and Mr. Ernest Pollock, K.C., M.P., for the Bar. A vote of thanks to the president was proposed by Mr. Norman Craig, K.C., M.P., and seconded by Mr. George Elliott, K.C.

Legal News.

Appointments.

Mr. SERJEANT CHARLES L. MATHESON, K.C., has been promoted to be His Majesty's second Serjeant-at-Law; and Mr. A. M. SULLIVAN, K.C., has been appointed to be His Majesty's third Serjeant-at-Law in Ireland. Mr. Matheson was called to the Bar in the Easter Term of 1874, and took silk on 1st of July, 1892. He has a large practice on the Chancery side. Mr. Sullivan was called in the Trinity Term of 1892, and was admitted to the Inner Bar in 1908.

Mr. WILLIAM MORRIS CARTER (Puisne Judge) has been appointed to be Chief Justice of His Majesty's High Court of Uganda.

Changes in Partnerships, &c.

Dissolutions.

ARTHUR JAMES D'ALBANI and ARTHUR MACKAY ELLIS, solicitors (D'Albani & Ellis), Newmarket and Cambridge. June 30. The said Arthur James d'Albani will carry on the said business alone under the style of d'Albani & Ellis. [Gazette, July 12.]

HENRY KINNEIR, WALTER HENRY KINNEIR, and LAUNCELOT ALFRED LUXMOORE, solicitors (Kinneir & Co.), Swindon. Jan. 1. The said Launcelot Alfred Luxmoore retires, and the said business will be continued by the said Henry Kinneir and Walter Henry Kinneir, in partnership, under the said firm name of Kinneir & Co.

[Gazette, July 16.]

General.

Mr. Chester Jones while hearing a case at the Lambeth Police Court on Saturday last was seized with faintness and had to leave the Bench. A doctor was sent for, and it was announced that Mr. Jones would be unable to continue the hearing. Mr. Chester Jones has been undergoing a severe strain during the past few weeks. In addition to sitting as a magistrate he has been conducting the inquiry into the allegation made against the police in connection with the Rotherhithe riot.

The accounts of the Land Registry for the year ended March 31 last were issued on Wednesday. Fees received amounted to £54,303 1s. (including £1,129 2s., the estimated cost of work done by the Land Registry for other Government Departments), an increase of £2,265 15s. 6d. on the total for the previous year. Extra receipts paid over to the Exchequer were £34 14s. 4d., the total increase in the receipts thus amounting to £2,300 9s. 10d. The expenditure was £49,555 14s. 7d., including £33,076 8s. for salaries. The net increase on the year's expenditure was £589 17s. 10d.

The Divorce Court, says the *Globe*, is at present the only tribunal in the High Court which has the services of an official shorthand writer. The City of London Court and the County Palatine Court of Lancaster are two minor tribunals which possess the same advantage, and the Criminal Court of Appeal Act requires that an official shorthand note shall be taken of every case in the criminal courts in which an appeal lies to the Court of Criminal Appeal. The "splendid isolation" of the Divorce Court in the High Court is being seriously threatened. Lord Justice Vaughan Williams has recently advocated the appointment of official shorthand writers in all the courts, and the Council of the Law Society have, on the motion of Mr. Brinsley Harper, undertaken to consider the question. The Bar Council have already given their support to the proposal. To the Treasury, which has always shewn a peculiar reluctance in sanctioning the appointment of additional judges, the proposal ought not to be unwelcome. Its adoption, which would curtail the length of trials, would probably be equivalent to the services of one judge.

In the House of Commons on Wednesday Mr. Joynson-Hicks asked the Prime Minister when he would give facilities for the motion for the presentation of a humble Address to his Majesty the King on the subject of additional judges. The Chancellor of the Exchequer, who replied on behalf of the Prime Minister, said:—It would be impossible in the present state of business that facilities could be given to discuss this motion, but I hope before the House rises for the August adjournment that the Government may be able to make a statement of their intentions in the matter. Lord R. Cecil: Is the right hon. gentleman aware that the present condition of affairs in the courts is really very serious indeed, in some cases amounting to a denial of justice? The Chancellor of the Exchequer: I understand that representations in that sense have been made to the Prime Minister, and I know he is prepared to make a statement on the subject. Mr. Watt: Is the right hon. gentleman aware that there is considerable opposition on this side of the House to the appointment of additional judges? Mr. Joynson-Hicks said he had a motion on the paper that an address should be presented to His Majesty representing that the two vacancies in the King's Bench Division should be filled. It was necessary under the Act of 1910 that such an address should be presented if the vacancies were to be filled. Could that motion be taken under the Standing Orders after half-past 11 o'clock. The Speaker thought the wording of the Standing Orders was so wide that the motion could be taken after half-past 11 o'clock. Mr. Joynson-Hicks intimated that he would consult the Patronage Secretary with regard to fixing a date for the motion.

In the Standing Committee of the House of Commons on the White Slave Traffic Bill on Wednesday the motion that the Bill as amended should be reported to the House was put and carried *nem. con.* Objection had been taken to the title, and the chairman, Mr. Stuart Wortley, stated that the Bill would be described by the title set out in the body of the Bill—namely, the Criminal Law Amendment Bill, 1912.

At Swansea Assizes last Saturday, David Morgan, seventeen, a postal clerk, pleaded "Guilty" to thefts of postal orders at Morriston, near Swansea. It was stated that the accused was getting 5s. a week. Mr. Justice Ridley said he thought the Post Office employed people at too early an age, and did not pay them enough. He was of opinion that the work in the Post Office was being scamped. Sentence was deferred.

In the House of Commons on the 10th inst. Major Anstruther-Gray, on behalf of Sir G. Younger, asked the Prime Minister whether he would state the names of the Committee on Land Taxation appointed, with his approval, by the Chancellor of the Exchequer; and whether it would be arranged that properly qualified persons would have an opportunity of giving evidence on the subject. Mr. Asquith: The Committee is a purely unofficial and informal body. It will be presided over by my right hon. friend Mr. Arthur Acland. I see no reason why the names of the members should be published at present. Should their report be eventually laid before Parliament full information will, of course, be given. It will rest with the Committee to decide what method of investigation should be pursued. Lord H. Cecil asked what was the objection to giving the names of members of the Committee. Was there any secret about them? Mr. Asquith said there was no secret, but, as he had said, the Committee was a purely unofficial and informal body.

At a meeting of the Court of Aldermen at the Guildhall on Tuesday, the new Mayoralty Seal of the City of London was submitted and approved. It will take the place of one which has been in constant use since 1381, or more than five centuries. The inauguration of that seal, according to the ancient records of the City, was conducted with some solemnity and pomp at an assembly of the Corporation, convened by Sir William Walworth, then Lord Mayor. The previous seal, which dated from 1281, had been discarded and broken up because it was "too small, rude, and ancient, and was unbecoming and derogatory for the honour of the City." The new seal then adopted was "of honourable aspect and a work of art," and was ordered by Walworth himself. It contains figures of St. Peter and St. Paul and was made of silver. It has been in daily use for all this long period and naturally become rather battered and blurred by constant pressure. The new seal adopted on Tuesday is a replica of its predecessor, but two small roses have been added to distinguish it. As the seal contained a sword—that of St. Paul—and was in use before the Wat Tyler rebellion, the common idea that the weapon in the City Arms was the dagger with which Walworth slew Wat Tyler is disproved. The seal is affixed to official documents used in the Mayor's Court and largely employed in deeds and papers enclosing records to foreign and Colonial tribunals which require the signature and attestation under the seal of the Lord Mayor of the City. The new seal was used for the first time yesterday, an impression being made at the sitting of the Court.

For conservative information and advice on the subject of Fruit Farming in British Columbia apply to D. & J. FORD, 14, Cockspur-street, London, S.W. Mr. J. W. Ford has had fourteen years' experience as a fruit farmer, and is recognized as one of the greatest authorities on fruit farming in the Province.—[Advt.]

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Give, Matthews, & Seagrove, Ltd., 65, South Molton-street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. 'Phone 6002 Bank.—[Advt.]

The Property Mart.

Forthcoming Auction Sales.

July 23.—Messrs. MARLER & MARLER, at the Mart, at 2: Residences (see advertisement, back page, July 6).

July 23.—Messrs. VENTOW, BULL & COOPER, at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, July 13).

July 24.—Messrs. THURGOOD & MARTIN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, July 13).

July 24.—Messrs. NORMAN & SON, at the Mart, at 2: Freehold Estate and Residence (see advertisement, back page, this week).

July 25.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold Ground Rents and Properties (see advertisement, back page, this week).

July 30.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Residential Property, Leasehold Investment, Freehold Building Estates (see advertisement, back page, this week).

- DUNSTALL, JAMES, Gravesend Aug 10 Mitchell & Macartney, Gravesend
 FITTON, GEORGE, Melton Mowbray, Leicester, Grocer Aug 10 Latham & Co, Melton Mowbray
 HAMMERSLEY, ARTHUR CHARLES, Bourne End, Bucks Aug 17 Fladgate & Co, Craig's et, Charing Cross
 HEALD, ROBERT JOHN, Kingston upon Hull Aug 31 Boil it & Co, Hull
 HEMUS, JOHN, Shirley, Warwick, Farmer Aug 31 Mitchell & Chattock, Birmingham
 HICKS, JOHN, York, Auctioneer Aug 31 Turner, York
 HILLIER, Rt Hon WILLIAM, Earl of Onslow, GCMG, Guildford Aug 19 Walker & Co, Theobald's rd
 HOLMES, GEORGE CHARLES, Fenton, Joiner July 28 Day, Stoke on Trent
 HUNTER, JOHN CHISHOLM, Esq., Finchley Aug 7 Gibbs & Co, Eastcheap
 HUTCHINSON, HENRY, Cedric park, Crouch End Aug 31 Todd & Co, Chancery Ln
 JONES, RICHARD, Denbigh Aug 10 Gold & Co, Denbigh
 MANDEVILLE, THE HON. SARAH CECILIA, Anerley Castle, Clonmel, Ireland Aug 10 Hughes, Edgware rd
 MARSHALL, CHRISTINA ELDER, Truro Aug 12 Marshall, Halifax
 MATHER, MARY ANN, Gloucester Aug 20 Gradwell & Co, Liverpool
 MAW, GRACE, Norton, nr Maitland, Yorks Aug 1 Soulby, Malton
 MILLER, HENRY, Sheffield Aug 9 Smith & Co, Sheffield
 OLDFIELD, JOHN, Hyde, Chester, Hat Manufc'tor Aug 12 Hibbert, Hyde
 OLDS, WILLIAM, St Just in Penwith, Cornwall, Butcher Aug 8 J P & T S M Milton, Penzance
 PALMER, CONSTANCE GABRIELLE RICHARDSON, Fountain rd, Upper Norwood Aug 15 Hastings, Lincoln's inn fields
 PARTINGTON, ELIZABETH, Oldham Aug 7 Robinson, Oldham
 PELLATT, EDMUND LAWRENCE, Despard rd, Highgate Hill, Solicitors' Clerk Aug 10 Stores & Co, Finsbury cir
 PICK, THOMAS, Dunsby, Lincoln, Farmer Aug 9 Bell, Bourne, Lincs
 POTTER, THOMAS, Penzance, Cornwall Aug 8 J P & T S M Milton, Penzance
 FOUCHEOT, EMILE MARION, Leighton Buzzard, Licensed Victualler Aug 1 Tanquerry, Woburn, Beds
 PRIDEAUX, WILLIAM JOHN, Withington, Manchester, Coachbuilder Aug 24 J & E Whitworth, Manchester
 PRIESTLEY, GEORGE, Halifax, Yorks Aug 16 Washaw & Son, Halifax
 PROSE, CHARLOTTE, Harlington, Hounslow Aug 22 Waller & Co, Coleman st
 RUNDLE, ELLEN JAMES, Maylor, Cornhill, All Aug 4 Hancock, Truro
 SCAMMELL, STEPHEN LUKE, Southsea, Hants, Furniture Dealer July 26 Cousin & Burdett, Portsmouth
 SINGLE, JOHN GODFREY, Plymouth July 27 Elliott & Elliott, Plymouth
 SLOWDEN, ROSA, Hampton, Middle Aug 12 Laytons, B dge row
 STEWART, LOUISA, Hove, Sussex Aug 6 Pontefract & Co, St Andrews st, Holborn cir
 TAYLOR, MARTHA, Cheetham Hill Aug 9 Slaney, Newcastle, Staffs
 TAYLOR, MARY JANE, Bath Aug 10 Stone & Co, Bath
 TAYLOR, RICHARD, Woldford, Essex Aug 31 Grundy & Co, Queen Victoria st
 USHER, WILLIAM OSMOND, Parker st, Kingsway, Publican Aug 20 North, Kirkbeck chmrs, Holborn
 WARD, JOSEPH EDWARD, East Cowes, I of W, Timber Merchant Aug 17 Damant & Sons Cowes
 WHITAKER, WILLIAM ERNEST, Bracknell, Berks Aug 17 Munby, Crosby bldgs, Crosby sq
 WILSON, MARIA, Wednesbury, Staffs July 17 Jones, Wednesbury
 WINDSOR, THOMAS HENRY, Manchester Aug 31 Leak & Pratt, Manchester

London Gazette.—FRIDAY, July 12.

- ADAMS, EMMA, Bradford Aug 6 Jeffery, Bradford
 BAINBRIDGE, MARY SOFTLEY, Hexham, Northumberland Aug 31 Ingledean & Fenwick, Newcastle upon Tyne
 BATLEY, JOHN ALEXANDER, Bournemouth Aug 15 Gilliame & Sons, Salisbury sq
 BLAKE, ALFRED-JAMES, Red and Bristol Aug 15 Costes, Bristol
 BLUNDELL, MARY, KICHARD BLUNDELL HOLLINSHEAD, Lennox gdns Aug 12 Lote & Co, Temple gdns
 BROWN, CHARLES JARVENER, Yorks Aug 10 Piercy, Leeds
 BROWNE, FREDERICK WILLIAM, St James' ps Aug 10 Wadeson & Millson, Devonshire sq
 BROWNSILL, EMILY HENRIETTA, Oxford Aug 23 Hazel & Baines, Oxford
 BURNELL, MARY, Liscard, Chester Aug 12 Toumlin & Co, Liverpool
 CANHAM, ROBERT, Whitestone, Middle, Decorator Aug 12 Crook & Co, King st, Cheapside
 CAREU HENS, FRANCES, Ilkley, Yorks Aug 15 Hall & Co, Lancaster
 COLLARD, AMBROSE, Wingham, or Canterbury Aug 23 Aylwin, Finsbury sq
 CROMAR, JAMES LAWSON, Ramsey, I of M Aug 31 Jones & Rees, Liverpool
 DUCKETT, CHARLES, Theale, Berks, cattle dealer Aug 10 Martin & Martin, Reading
 FORD, ELLIE SOPHIA, Burton upon Trent Aug 12 Talbot & Co, Burton on Trent
 GIBSON, WILLIAM HEROD, Manchester, Lozenge Manufacturer Aug 14 Lambert & Smith, Manchester
 GILMOUR, J. DOUGLAS GRAHAM, Bookham, Surrey, Aviator Aug 24 Light & Fulton Lawrence Pontefract hill
 HARRIS, SOLOMON, Watney st, St George's in the East, Fire Salvage Buyer Aug 14 Myers & Son, Wormwood St
 HETWORTH, ELIZABETH, Southport Aug 31 Hadfield & Co, Manchester
 HIND, ROBERT, Holme Cultram, Cumberland, Farmer July 17 Eagg & Strong, Wigton
 HORBY, ESTHER DORNEORD, Fitzwilliam sq, Dublin Aug 9 Robins & Co, Strand
 HOUGHTON, ELIZABETH, Oxo d Aug 23 Hazel & Baines, Oxford
 HUNT, GEORGE TEEBAY, Preston Aug 15 Cockshutt, Preston
 HUNT, LOUISA, Idecombe rd, Streatham July 31 Humphreys & Co, Cranbourn st
 INNOCENT, LEWIS WILLIAM SAMUEL, West Ferry rd, Millwall Aug 21 Allen & Son, Carrile st
 JAGGARD, WILLIAM, Gough st, Poplar, Licensed Victualler Aug 21 Burton & Son, Blackfriars rd
 LACE, FRANCIS, Crosshills, nr Keighley, Yorks Aug 23 Waterworth & Son, Keighley
 LOCK, MARIA, Twyford, Berks Oct 1 Porton, Bristol
 MASON, EDWIN, Hayfield, Derby, Loumberger July 27 Pollitt, New Mills, nr Stockport

Bankruptcy Notices.

London Gazette.—TUESDAY, July 9.

ADJUDICATIONS.

- ALDERSON, ARTHUR CLIFTON, Hurlingham Court man, Hurlingham, Actor High Court Pet July 5 Ord July 5
 ALEXANDER, ALICE, Stratton ground, Westminster, Fishmonger High Ct Pet May 30 Ord July 4
 BEALE, ARTHUR ARNOLD, Ringwood, Hants, Medical Practitioner Salisbury Pet July Ord July 5
 BELLINGHAM, JOHN, Sittingbourne, Kent, Ollman Rochester Pet July 5 Ord July 5
 BENNION, PETER, Handsworth, Birmingham, Draper Birmingham Pet June 15 Ord July 4
 BRIGGS, JOSIAH, Stockport, Cheshire, Bulker Stockport Pet June 5 Ord July 4
- BUCKINGHAM, EMMA ELIZABETH, Sheringham, Norfolk Pet July 5 Ord July 5
 DAW, JOSEPH, Collaton, Paignton, Devon, Farmer Plymouth Pet July 5 Ord July 5
 DAWSON, MICHAEL JOSEPH, Tooley st, Butter Importer High Court Pet June 12 Ord July 5
 DEGEN, OSCAR EMIL, Weatherup st, Putney, Commercial Traveller Wandsworth Pet July 5 Ord July 5
 FORD, ANSON ST. CLAIR ST. CLAIR, Ashton under Hill, Gloucester Worcester Pet July 4 Ord July 4
 GRAY, JOHN, Great Grimsby, Saw Mill Proprietor Great Grimsby Pet June 21 Ord July 5
 HARVEY, HARRY RAYNOR, Great Grimsby, Yeast Merchant Great Grimsby Pet July 5 Ord July 5
 MIDDLETON, JOSEPH, Stockport, Cheshire, Fish Merchant Stockport Pet May 25 Ord July 4
 NICHOLSON, JAMES, Cleaton, Durham, Agent Newcastle upon Tyne Pet July 5 Ord July 5
 NORMAN, WILLIAM HENRY, Bournemouth, Oil and Colour Merchant Poole Pet July 4 Ord July 4
- O'Rourke, MICHAEL, Bury, Lancs, Grocer Bolton Pet July 2 Ord July 2
 PLATT, THOMAS WILLIAM, and ARTHUR BALSHAW, Leigh Lancs, Joiner Bolton Pet July 4 Ord July 4
 POTTER, JOHN WILLIAM, Leeds, Grocer Leeds Pet July 3 Ord July 3
 POWELL, JOHN, Swansea Swansea Pet June 19 Ord July 4
 RAMSAY, ROBERT, Whitley Bay, Northumberland, Tobaccoconcern Newcastle upon Tyne Pet June 22 Ord July 5
 REES, WILLIAM, Manchester, Chemist's Assistant Bristol Pet May 24 Ord July 6
 REVETT, WILLIAM EZRA, Lowestoft, Draper Great Yarmouth Pet July 5 Ord July 5
 SCOTT, FRANCIS THOMAS, Greville pl, Hampstead High Court Pet Mar 10 Ord July 4
 SIMPSON, CHARLES ALEXANDER, Cornwall rd, Lambeth, Publican High Court Pet Dec 21 Ord July 5

SOPER, JOHN SAMUEL, Devonport, Labourer Plymouth Pet July 5 Ord July 5
 SPAKEY, FRANCIS, Moreton Pinkney, Northampton, Farmer Banbury Pet June 19 Ord July 6
 STRONG, GEORGE NICHOLAS, Saltman crs Shirland rd, Padinton School Teacher High Court Pet July 6 Ord July 6
 TOWNSHEND, WILLIAM, Bow, Devonshire, Farmer Exeter Pet July 2 Ord July 2
 TUCKETT, EMMA ISABEL, Taunton, Music Teacher Taunton Pet July 6 Ord July 6
 VENGEANT, ADOLPHE LOUIS, Shore st, Ladies' Tailor High Court Pet June 29 Ord July 4
 WARNER, THOMAS HENRY, Grimsby, Fish Merchant Newcastle upon Tyne Pet July 4 Ord July 4
 WRIGHT, WILLIAM DONALDSON, Nottingham, Builders Merchant Nottingham Pet June 6 Ord July 4

London Gazette.—FRIDAY, July 12.

RECEIVING ORDERS.

AGNEW, EZEKIEL, Upper Brook st, High Court Pet June 17 Ord July 9
 AINSCOUGH, MATTHEW MARTEL, Manchester, Butcher Manchester Pet July 10 Ord July 10
 BAKER, EDWARD NICHOLS, Nafferton, Yorks Kingston upon Hull Pet June 17 Ord July 8
 BERRY, GEORGE, Eastwood, Essex, Builder Chelmsford Pet July 9 Ord July 9
 BESANT, HENRY RICHARD, Caine, Wilts, Greengrocer Swindon Pet July 8 Ord July 8
 BOLLINGHAM, GEORGE HANS OSCAR, Upper Saint Martin's In, Boarding House Keeper High Court Pet May 17 Ord July 9
 BRINSWORTH, BLANCHE, Hove Brighton Pet June 20 Ord July 9
 CALLES, GEORGE HENRY, Willenhall, Staffs, Colliery Proprietor Wolverhampton Pet July 10 Ord July 14
 CHAMBERS, WILLIAM, High st, Stoke Newington, Fruiterer High Court Pet June 17 Ord July 9
 CLARK, MAURICE ARTHUR, Houndsditch, Wholesale Clothier High Court Pet June 19 Ord July 9
 CROOKS, ANN, Coundon, Durham, Grocer Durham Pet July 10 Ord July 10
 DEVEY, WILLIAM, Walsall, Plumber Walsall Pet July 6 Ord July 6
 DUNPHY, JAMES C, Bulford, Wilts, Army Chaplain Salisbury Pet May 20 Ord July 9
 ELDIDGE, CHARLES HENRY, Ore, Hastings, Corn Merchant Hastings Pet June 28 Ord July 10
 EVANS, JOHN THOMAS, Tumble, Carmarthen, Grocer Carmarthen Pet July 8 Ord July 8
 FAUCETT, FRANCIS REGINALD, Little Smeaton, Pontefract, Farmer Wakefield Pet June 26 Ord July 8
 FIELD, JOHN WESTLEY, Fritwell, Oxford, Grocer Oxford Pet July 9 Ord July 9
 FLORENCE, WILLIAM ERNEST, Reading, Travelling Draper Reading Pet July 8 Ord July 8
 GILBERT, FRANK, and THOMAS GILBERT, Colchester Blackburn Pet June 26 Ord July 19
 GRENDRON, JOHN, Chevening, Kent, Farmer Tunbridge Wells Pet July 8 Ord July 8
 GROMETT, GEORGE WILLIAM, Osmaston, Derby, Coal Merchant Derby Pet July 10 Ord July 10
 HARPER, WALTER HENRY, Penn, nr Wolverhampton, Baker Wolverhampton Pet June 27 Ord July 10
 HATLEY, CHARLES, Great Yarmouth, Baker Great Yarmouth Pet July 9 Ord July 9
 HISCOCK, HARRY, Portsmouth, Hardware Merchant Portsmouth Pet July 6 Ord July 6
 HOCKIN, HERBERT EDWIN, Matlock Bath, Jeweller Derby Pet June 23 Ord July 10
 KEMP, JAMES, Billesham, Camb., Miller Cambridge Pet July 9 Ord July 9
 LAWRENCE, FREDERICK BENNET, and EDWIN CHARLES LAWRENCE, Fleet rd, Hampstead, Butchers High Court Pet July 10 Ord July 10
 LEWIS, SARAH, Brynmawr, Brecknock Tredegar Pet June 25 Ord July 8
 PATERSON, JAMES, Kensington Park rd High Court Pet May 28 Ord July 10
 PATTERSON, LILLIAN, Washington Station, Durham, Draper Newcastle upon Tyne Pet July 9 Ord July 9
 PRIEST, HERBERT, Thornbury, Devon, Grocer Barnstaple Pet July 8 Ord July 8
 PROCTOR, WILLIAM BARTLETT, Church st, Marylebone, Boarding House Keeper High Court Pet June 13 Ord July 10

RICHARDS, JOHN, Crwbin, Llanguedoc, Carpenter Carmarthen Pet July 10 Ord July 10
 ROBERTS, JOHN WILLIAM, Peterborough, Auctioneer Peterborough Pet July 9 Ord July 9
 SHIPWAY, GEORGE, Birmingham, Builder Birmingham Pet July 10 Ord July 10
 SIMON, ISRAEL, Leeds, Tailor's Presser Leeds Pet July 9 Ord July 9
 SIMON, SAMUEL BARKER, Coll Norton, Essex Chelmsford Pet July 10 Ord July 10
 SMITH, CHARLES EDWARD, Hereford, Stationer Hereford Pet June 22 Ord July 10
 STEVENS, GEORGE WILLIAM, Windsor, Grocer Windsor Pet July 10 Ord July 10
 STYLES, MILDRED CLARA, Cheltenham Cheltenham Pet July 6 Ord July 6
 STONE, GEORGE HANS OSCAR, Stroud Green rd, Finsbury Park, Butcher High Court Pet July 10 Ord July 10
 THOMPSON, JAMES, Great Horton, Bradford, Mineral Water Manufacturer Bradford Pet July 9 Ord July 9
 WALKER, JOHN, Bradford, Traveller Bradford Pet June 25 Ord July 10
 WALBOND, F A, Piccadilly High Court Pet April 19 Ord July 4
 WARD, THOMAS NEWFIELD, Sheffield, Picture Frame Sheffield Pet July 10 Ord July 10
 WATKINS, MORGAN, Tonypandy, Collier Pontypridd Pet July 8 Ord July 8
 WOOD, ERNEST, Short Heath, nr Wolverhampton, Farmer Wolverhampton Pet July 6 Ord July 6
 Amended Notice substituted for that published in the London Gazette of July 5.
 DAVIES, THOMAS, Pontypridd, Printer's Manager Pontypridd Pet July 1 Ord July 1
 Amended Notice substituted for that published in the London Gazette of July 9.

FIRST MEETINGS.

AGNEW, EZEKIEL, Upper Brook st, W July 23 at 11 Bankruptcy bldgs, Carey st
 BEALE, ARTHUR ARNOLD, Ringwood, Hants, Medical Practitioner July 20 at 12.30 Off Rec, City chmrs, Catherine st, Salisbury
 BELLINGHAM, JOHN, Sittingbourne, Kent, Olliman July 23 at 4.15, High st, Rochester
 BESANT, HENRY RICHARD, Caine, Wilts, Greengrocer July 22 at 12 Off Rec, 36 Regent circus, Swindon
 BOLLINGHAM, GEORGE HANS OSCAR, Upper Saint Martin's In, Boarding House Keeper July 23 at 1 Bankruptcy bldgs, Carey st
 BRINSWORTH, BLANCHE, Hove July 22 at 2.30 Off Rec, 12a, Marlborough pl, Brighton
 CACKATT, FREDERICK WILLIAM, Seven Kings, Essex, Cycle Dealer July 22 at 12 Off Rec, Bedford row
 CHAMBERS, WILLIAM, High st, Stoke Newington, Fruiterer July 22 at 11.30 Bankruptcy bldgs, Carey st
 CLARK, MAURICE, ARTHUR, Houndsditch, Wholesale Clothier July 22 at 11.30 Bankruptcy bldgs, Carey st
 DAVIS, SYDNEY, Neyland, Pembroke, Fish Salesman July 20 at 12.30 Off Rec, 4 Queen st, Carmarthen
 DAW, JOSEPH, Collaton, Paignton, Devon, Farmer July 23 at 3.15, 7, Buckland ter, Plymouth
 DEARY, ARTHUR, Barnsley, Outfitter July 22 at 10.30 Off Rec, 9, Egerton st, Barnsley
 DEGEN, OSCAR ERNST, Westhorpe st, Putney, Commercial Traveller July 22 at 11.30, York rd, Westminster Bridge rd
 DEVEY, WILLIAM, Walsall, Plumber July 23 at 12 Off Rec, 30, Lichfield st, Wolverhampton
 ELDRIDGES, CHARLES HENRY, Ore, Hastings, Corn Merchant July 22 at 11 Off Rec, 12a, Marlborough pl, Brighton
 FAGIN, HYMAN and HARRY KATZIN, Liverpool, Linen Drapers July 23 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 FAUCETT, FRANCIS REGINALD, Little Smeaton, Pontefract, Farmer July 23 at 11 Off Rec, 21, King st, Wakefield
 GRENDRON, JOHN, Chevening, Kent, Farmer July 20 at 11 Off Rec, 12a, Marlborough pl, Brighton
 HARVEY, HARRY RAYNER, Great Grimsby, Yeast Merchant July 20 at 11 Off Rec, St Mary's chmrs, Great Grimsby
 HISCOCK, HARRY, Portsmouth, Hardware Merchant July 23 at 8 Off Rec

LAWRENCE, FREDERICK BENNET, and EDWIN CHARLES LAWRENCE, Fleet rd, Hampstead, Butchers High Court Pet July 23 at 1 Bankruptcy bldgs, Carey st
 MACFARLANE, C W, Newport, I of W, Draper July 23 at 12 Bankruptcy bldgs, Carey st
 OXLEY, HENRY HALLIFIELD, Uxbridge rd, Hanwell, Consulting Engineer July 23 at 3 Off Rec, 14, Bedford Row
 PATERSON, JAMES, Kensington Park rd High Court Pet July 23 at 11 Bankruptcy bldgs, Carey st
 PLATT, THOMAS WILLIAM, and ARTHUR BALSHAW, Leigh, Lancs, Joiners July 23 at 11 Off Rec, 19, Exchange st, Bolton
 POWELL, JOHN, Swansea July 23 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
 PROCTER, WILLIAM BARTLETT, Church st, Marylebone, Boarding House Keeper July 23 at 1 Bankruptcy bldgs, Carey st
 RIVETTE, WILLIAM ERNEST, Lowestoft, Draper July 23 at 12.45 Off Rec, 8, King st, Norwich
 SIMON, ISRAEL, Leeds, Tailor's Presser July 23 at 10.30 Off Rec, 24, Bond st, Leeds
 SOPER, JOHN SAMUEL, Devonport, Labourer July 23 at 3, 7, Buckland ter, Plymouth
 SPAKEY, FRANCIS, Moreton Pinkney, Northampton, Farmer July 23 at 12, 1, St Aldate's, Oxford
 STILES, MILDRED CLARA, Cheltenham July 23 at 3.15 County Court bldgs, Cheltenham
 STONE, GEORGE HANS OSCAR, Stroud Green rd, Finsbury Park, Butcher July 24 at 12 Bankruptcy bldgs, Carey st
 STRONG, GEORGE NICHOLAS, Saltman crs, Shirland rd, Paddington, School Teacher July 24 at 11 Bankruptcy bldgs, Carey st
 THOMPSON, JAMES, Great Horton, Bradford, Mineral Water Manufacturer July 20 at 10.30 Off Rec, 12, Duke st, Bradford
 WALES, JOHN, Frizinghall, Bradford, Traveller July 20 at 11 Off Rec, 12, Duke st, Bradford
 WALBOND, F A, Piccadilly July 23 at 11.30 Bankruptcy bldgs, Carey st
 WATKINS, MORGAN, Tonypandy, Collier July 20 at 11 Off Rec, St Catherine's chmrs, St Catherine st, Pontypridd
 WHITMAN, GEORGE MARTIN, Aspley Guise, Bedford, House Agent July 23 at 12.30 Off Rec, The Parade, Northampton
 WOOD, ERNEST, Short Heath, nr Wolverhampton, Farmer July 23 at 12 Off Rec, 30, Lichfield st, Wolverhampton

ADJUDICATIONS.

ABEOTT, WILLIAM WALTER, High rd, Wood Green Edmonton Pet June 17 Ord July 10
 AINSCOUGH, MATTHEW MARTEL, Manchester, Butcher Manchester Pet July 10 Ord July 10
 BERRY, GEORGE EASTWOOD, Essex, Builder Chelmsford Pet July 9 Ord July 9
 BESANT, HENRY RICHARD, Caine, Wilts, Greengrocer Swindon Pet July 8 Ord July 8
 CALLEAR, GEORGE HENRY, Willenhall, Colliery Proprietor Wolverhampton Pet July 10 Ord July 10
 CATER, WILLIAM DE WILDE, Ryde st, St James', Military Outfitter High Court Pet June 11 Ord July 9
 CROOKS, ANN, Coundon, Durham, Durban Pet July 10 Ord July 10
 DEVEY, WILLIAM, Walsall, Plumber Walsall Pet July 6 Ord July 6
 EVANS, JOHN THOMAS, Tumble, Grocer Carmarthen Pet July 8 Ord July 8
 FLORENCE, WILLIAM ERNEST, Reading, Travelling Draper Reading Pet July 8 Ord July 8
 GRENDRON, JOHN, Chevening, Kent, Farmer Tunbridge Wells Pet July 8 Ord July 8
 GROMETT, GEORGE WILLIAM, Osmaston, Derby, Coal Merchant Derby Pet July 10 Ord July 10
 HISCOCK, HARRY, Portsmouth, Hardware Merchant Portsmouth Pet July 6 Ord July 6
 HODGINS, NORMAN DOUGLAS, Portsmouth Pet June 27 Ord July 6
 KEMP, JAMES, Billesham, Camb., Miller and Baker Cambridge Pet July 9 Ord July 9
 PATTERSON, LILLIAN, Washington Station, Durham, Draper Newcastle upon Tyne Pet July 9 Ord July 10
 PRIEST, HERBERT, Thornbury, Devon, Grocer Barnstaple Pet July 8 Ord July 8
 RICHARDS, JOHNS, Crwbin, Llanguedoc, Carpenter Carmarthen Pet July 10 Ord July 10

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ROBERTS, JOHN WILLIAM, Peterborough, Auctioneer Peterborough Pet July 9 Ord July 9
 SHIPWAY, GEORGE, Birmingham, Builder Birmingham Pet July 10 Ord July 10
 SIMON, ISRAEL, Leeds, Tailor's Presser Leeds Pet July 9 Ord July 9
 SIMSON, SAMUEL BARKER, Cold Norton, Esq. ex Chelmsford Pet July 10 Ord July 10
 STEVENS, GEORGE WILLIAM, Windsor, Grocer Windsor Pet July 10 Ord July 10
 STILES, MILDRED CLARA, Cheltenham Cheltenham Pet July 6 Ord July 6
 THOMPSON, JAMES, Great Horton, Bradford, Mineral Water Manufacturer Bradford Pet July 9 Ord July 9
 WARD, THOMAS NEWBOLD, Sheffield, Picture Framer Sheffield Pet July 10 Ord July 10
 WATKINS, MORGAN, Tonypandy, Collier Pontypridd Pet July 8 Ord July 8
 WOOD, ERNEST, Short Heath, nr Wolverhampton, Farmer Wolverhampton Pet July 6 Ord July 6
 WYATT, JOHN HENRY SHATTUCK, Gillingham, Kent, Naval Pensioner Rochester Pet April 13 Ord July 8
 YEARSLEY, JOHN THOMAS, Northwich, Marine Sto. Dealer Nantwich Pet July 4 Ord July 8

Amended Notice substituted for that published in the London Gazette of May 28, 1907:
 WOOD, RODERICK WETHERALL, Sussex, Hyde Park High Court Pet Mar 2 Ord May 23, 1907

London Gazette.—TUESDAY, July 16.

RECEIVING ORDERS.

BENNISON, WILLIAM HENRY, Liverpool, Paint Manufacturer Liverpool Pet July 3 Ord July 11
 BOND, FREDERICK JAMES, Yeovil, Farmer Yeovil Pet July 12 Ord July 12
 BROALBENT, WILLIAM, Bardsey, Ashton under Lyne, Yarn Agent Ashton under Lyne Pet June 23 Ord July 12
 BROADBURY, KATE, Retford Lincoln Pet July 11 Ord July 11
 BRADBURN, HENRY, Muckley Corner, nr Lichfield Farmer Walsall Pet July 11 Ord July 11
 COKE, ERNEST GEORGE, Storrington, Sussex, Grocer Brighton Pet July 12 Ord July 12
 CUCKSON, THOMAS JOHN, Great Grimsby, Commission Agent Great Grimsby Pet July 13 Ord July 13
 DUTT, AMOR NATH, Derby, Music Hall Artist Derby Pet July 12 Ord July 12
 FARRANTS, ARTHUR JAMES, St James' rd, Bermondsey, Public House Manager High Court Pet July 13 Ord July 13
 FAWCETT, FRANK, Rochester ter, West Norwood High Court Pet June 18 Ord July 12
 GRAY, JOHN E., Hucclecote, Gloucester, Publican Gloucester Pet June 27 Ord June 13

GREEN, ERIC HUBERT, Elgin man, Maida Vale, Salesman, Brentford Pet July 12 Ord July 12
 HADRIES, THOMAS, East Ham, Hairdresser High Court Pet July 13 Ord July 13
 HOLDROCK, ELLEN, Hanley, Confectioner Hanley Pet June 27 Ord July 11
 KIRK, CHARLES, Kingston upon Hull Kingston upon Hull Pet June 23 Ord July 12
 LAVERY, ERNEST HEREFORD, Upper Saint Martin's In, Motor Car Salesman High Court Pet June 8 Ord July 10
 LONGBOTTOM, SAMUEL PRIESTLEY, Sheffield, Accountant Sheffield Pet July 12 Ord July 12
 MILLER, ORLANDO EDGAR, Isleworth, Middx Brentford Pet May 9 Ord July 5
 MITCHELL, ERNEST HARRY, Bournheath, Bromsgrove, Farmer Worcester Pet July 11 Ord July 11
 MORRIS, LEVI, Blackpool, Tailor Preston Pet June 27 Ord July 10
 NORTH, FRED, Great Grimsby, Timber Importer Great Grimsby Pet July 11 Ord July 11
 PARROTT, JOHN, Banham, Norfolk, Farmer Norwich Pet July 13 Ord July 13
 PEACOCK, JAMES, Newcastle upon Tyne, Provision Dealer Newcastle upon Tyne Pet July 15 Ord July 15
 REDFORD, WILLIS KNIGHT, Manchester, Keeper of a Drug Store Manchester Pet July 13 Ord July 13
 ROGAN, JOHN, Oldgate rd, East Dulwich High Court Pet Jan 19 Ord July 12
 ROBINSON, JO-EPI, Hale, Chester, Builder Manchester Pet June 25 Ord July 11
 SARGEANT, WALTER FERMOR, New Cross rd High Court Pet Jan 19 Ord July 12
 SHAND, EDGAR, E. st Dulwich rd, High Court Pet Jan 19 Ord July 12
 SHELTON, ALFRED, Radford, Nottingham Nottingham Pet July 10 Ord July 10
 SHERWOOD, WILLIAM, Middlesbrough, Butcher's Manager Middlebrough Pet July 12 Ord July 12
 SIMPSON, JOHN, Newcastle, Builder Coventry Pet July 13 Ord July 13
 STYGALL, M. ERNEST, Craven st, Strand, Joinery Manufacturer High Court Pet June 19 Ord July 11
 TUCKER, HERBERT, Portsmouth, Merchant Portsmouth Pet July 8 Ord July 11
 WARE, GEORGE STEPHEN, Barnstaple, Physician Barnstaple Pet July 11 Ord July 11
 WARNE, WILLIAM HENRY, Thurton, Norfolk, Vermin Killer Great Yarmouth Pet July 11 Ord July 11
 WEST, FREDERICK, Kingston upon Hull, John R. Kingston upon Hull Pet July 13 Ord July 14
 WORRALL, JOHN JEFFERSON, Herne Hill High Court Pet May 8 Ord July 11

FIRST MEETINGS.

AINSCOUGH, MATTHEW MARSHALL, Manchester, Butcher July 23 at 3 Off Rec, Byrom st, Manchester

BANKS, EDWARD NICHOLS, Inglenook, Nafferton, York, July 25 at 11.30 Off Rec, York City Bank chmrs, Lowgate, Hull
 BENNISON, WILLIAM HENRY, Liverpool, Paint Manufacturer July 24 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
 BRADBURN, HENRY, Muckley Corner, nr Lichfield, Farmer July 26 at 12 Off Rec, 30, Lichfield st, Wolverhampton
 BUCKINGHAM, EMMA, ELIZABETH, Sheringham, Norfolk July 21 at 12.30 Off Rec, 8, King st, Norwich
 CALLIER, GEORGE HENRY, Willenhall, Staffs Colliery Proprietor July 24 at 12 Off Rec, 30, Lichfield st, Wolverhampton
 COXE, ERNEST GEORGE, Storrington, Sussex, Grocer July 24 at 11.30 Off Rec, 124, Marlborough place, Brighton
 DUMPHY, JAMES C, Bu'ford, Wilts, Army Chaplain July 24 at 12.30 Off Rec, City chmrs, Catherine st, Salisbury
 DUTT, AMOR NATH, Derby, Music Hall Artiste July 24 at 11.30 Off Rec, 5, Victoria bldgs, London rd, Derby
 EVANS, JOHN THOMAS, Tumble, Carmarthen, Grocer July 23 at 12 Off Rec, 4, Queen st, Carmarthen
 FARRANTS, ARTHUR JAMES, St James' rd, Bermondsey, Public House Manager July 26 at 11 Bankruptcy bldgs, Carey st
 FAWCETT, FRANK, Rochester ter, West Norwood July 25 at 12 Bankruptcy bldgs, Carey st
 FLORENCE, WILLIAM ERNEST, Reading, Travelling Draper July 25 at 12 Queen's Hotel, Reading
 FORD, ANSON ST CLAIR ST CLAIR, Hythe, Kent, No Occupation July 24 at 12 Off Rec, 11, Copenhagen st, Worcester
 GROMET, GEORGE WILLIAM, Osmaston, Derby, Coal Merchant July 21 at 12 Off Rec, 5, Victoria bldgs, London rd, Derby
 HADRIES, THOMAS, Oldgate rd, East Ham, Hairdresser July 26 at 1 Bankruptcy bldgs, Carey st
 HARPER, WALTER HENRY, Penn, nr Wolverhampton, Baker July 25 at 12 Off Rec, 30, Lichfield st, Wolverhampton
 HOCKIN, HERBERT EDWIN, Matlock Bath, Jeweller July 24 at 12.30 Off Rec, 5, Victoria st, London rd, Derby
 JAQUES, WILLIAM JAMES, Reading, Draper July 24 at 12 Off Rec, 14, Bedford row
 JONES, ROBERT OWEN, Blaenau Ffestiniog, Merioneth Solicitor July 26 at 1.15 Queen's Hotel, Blaenau Ffestiniog
 KIRK, CHARLES, Kingston upon Hull July 26 at 11.30 Off Rec, York City Bank chmrs, Lowgate, Hull
 LAVERY, ERNEST HEREFORD, Upper Saint Martin's In, Motor Car Salesman July 25 at 11 Bankruptcy bldgs, Carey st

MITCHILL, ERNEST HARRY, Bromsgrove, Worcester Farmer July 24 at 11.30 Off Rec, 11, Copenhagen st, Worcester

PATTERSON, LILLIAN, Washington Station, Durham July 24 at 11 Off Rec, 30, Moley st, Newcastle upon Tyne
 PEACOCK, JAMES, Newcastle upon Tyne, Grocer July 24 at 2 The County Court, Westgate rd, Newcastle upon Tyne
 PRIEST, HERBERT, Thornbury, Devon, Grocer July 26 at 3.15 Off Rec, 2, Bedford circus, Exeter
 REGAN, JOHN, Old Inn rd, East Dulwich July 25 at 1 Bankruptcy bldgs, Carey st
 RICHARDS, JOHN, Crwbin, Langdeleerne, Carpenter July 26 at 12.30 Off Rec, 4, Queen st, Carmarthen
 RYMER, JACOB, and MORRIS AROMOVITCH, Manchester, Upholsterers July 21 at 3 Off Rec, Byrom st, Manchester
 SARGEANT, WALTER FERMOR, New Cross rd July 25 at 12 Bankruptcy bldgs, Carey st
 SHAND, EDGAR, East Dulwich rd July 26 at 11 Bankruptcy bldgs, Carey st
 SHERWOOD, WILLIAM, Middlesbrough, Butcher's Manager July 25 at 11.30 Off Rec, Court Chambers, Albert rd, Middlesbrough
 SHIPWAY, GEORGE, Birmingham, Builder July 24 at 11.30 Ruskin Chambers, 191, Corporation st, Birmingham
 STYGALL, M. ERNEST, Craven st, Strand, Joiner Manufacturer July 26 at 1 Bankruptcy bldgs, Carey st
 TUCKETT, EMMA ISABEL, Taunton, Music Teacher July 24 at 3.15 3, Hammet st, Taunton
 WARRE, GEORGE STEPHEN, Barnstaple, Physician July 30 at 4, High st, Barnstaple
 WORRALL, JOHN JEFFERSON, Herne Hill July 25 at 11.30 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AGNEW, EZEKIEL, Upper Brook st, High Court Pet June 17 Ord July 13
 BENNISON, WILLIAM HENRY, Liverpool, Paint Manufacturer Liverpol Pet July 3 Ord July 12
 BOND, FREDERICK JAMES, Yeovil, Farmer Yeovil Pet July 12 Ord July 12
 BRADBURN, HENRY, Muckley Corner, nr Lichfield, Farmer Wa'sall Pet July 11 Ord July 11
 BROADBURY, KATE, Retford Lincoln Pet July 11 Ord July 11
 CHAMBERLAIN, WILLIAM THOMAS, High st, Stoke Newington, Fruiterer High Court Pet June 17 Ord July 10
 CLARKE, MAURICE ARTHUR, Houndsditch, Who sale Clothier High Court Pet June 19 Ord July 11
 CUCKSON, THOMAS JOHN, Great Grimsby, Commission Agent Great Grimsby Pet July 13 Ord July 13
 DEAN, ARTHUR, Barnsley, Outfitter Barnsley Pet June 18 Ord July 12
 DUTT, AMOR NATH, Derby, Music Hall Artist Derby Pet July 12 Ord July 13
 ELDREDGE, CHARLES HENRY, Ore, Hastings, Corn Merchant Hastings Pet June 28 Ord July 13
 FAGIN, HYMAN, and HARRY KATZIN, Liverpool, Linen Drapers Liverpool Pet June 12 Ord July 11
 FARRANT, ARTHUR JAMES, St James' rd, Hermonsey Public house Manager High Court Pet July 13 Ord July 13
 FAWCETT, FRANCIS FEGINALD, Little Smeaton, Pontefract, Farmer Wakefield Pet June 26 Ord July 10
 FERGUSON, FREDERICK WILLIAM, Lancelot st, Paddington, Clerks High Court Pet June 11 Ord July 11
 FIELD, JOHN WESTLEY, Finsbury, Oxford, Grocer Oxford Pet July 9 Ord July 13
 GATTON, P., Ashford, Middlesex, Poultry Farmer Kingston, Surrey Pet June 10 Ord July 11
 GILSON, WALTER BRODIE, Eastcheap, Company Secretary High Court Pet Nov 21 Ord July 12
 GODWIN, WILLIAM HENRY and AUSTIN FRANCIS GODWIN, Witton, Hereford, Encaustic Tile Manufacturers Hereford Pet June 20 Ord July 11
 GREEN, ERIC HUMERT, Eight mans, Malida Vale, Salesman Brentford Pet July 12 Ord July 12
 HADRIES, THOMAS, Canfield rd, East Ham, Hairdresser High Court Pet July 13 Ord July 13
 HATLEY, CHARLES, Great Yarmouth, Baker Great Yarmouth Pet July 9 Ord July 12
 JONES, WILLIAM GAMBLE, Carey House, Carey in High Court Pet April 20 Ord July 12
 KIRK, CHARLES, Kingston upon Hull Kingston upon Hull Pet June 28 Ord July 13
 LEAPMAN, ERNEST, Westbourne gr, Jeweller High Court Pet May 18 Ord July 10
 LEWIS, SARAH, Brynmawr, Brecknock Tredegar Pet June 25 Ord July 11

LONGBOTTOM, SAMUEL PRIESTLEY, Sheffield, Accountant Sheffield Pet July 18 Ord July 12
 MITCHELL, ERNEST HARRY, Bromsgrove, Farmer Worcester Pet July 11 Ord July 11
 MORRIS, LEVI, Blackpool, Tailor Preston Pet June 27 Ord July 12
 NORF, FRED, Great Grimsby, Timber Importer Great Grimsby Pet July 11 Ord July 11
 PARROTT, JOHN, Banham Norfolk, Farmer Norwich Pet July 13 Ord July 13
 PEACOCK, JAMES, Newcastle upon Tyne, Grocer Newcastle upon Tyne Pet July 15 Ord July 15
 RYMER, JACOB, and MORRIS AROMOVITCH, Manchester, Upholsterers Manchester Pet June 17 Ord July 11
 SADLER, ALFRED HENRY, Wimbledon, Dairyman High Court Pet May 10 Ord July 12
 SEWELL, ARTHUR VICTOR WILLIAM, Frithville gdns, Sheepwash Bush, Veterinary Surgeon High Court Pet Mar 21 Ord July 11
 SCHAFER, FREDERICK JOHN, Mortimer rd, Priory rd, High Court Pet D-19 Ord July 11
 SHELTON, ALFRED, Nottingham Nottingham Pet July 10 Ord July 10
 SHERWOOD, WILLIAM, Middlesbrough, Butcher's Manager Middlesbrough Pet July 12 Ord July 13
 SIMPSON, JOHN, Newcastle, Builder Coventry Pet July 13 Ord July 13
 STONE, GEORGE HENRY, Stroud Green rd, Finchley Park, Butcher High Court Pet July 10 Ord July 11
 WALKER, JOHN, Frizinghall, Bradford, Traveller Bradford Pet June 25 Ord July 11
 WARRE, GEORGE STEPHEN, Barnstaple, Physician Barnstaple Pet July 11 Ord July 11
 WARNE, WILLIAM HENRY, Thurton, Norfolk, Vermin Killer Great Yarmouth Pet July 11 Ord July 11
 WEST, FREDERICK, Kingston upon Hull, Joiner Kingston upon Hull Pet July 13 Ord July 10

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